

From: (b)(6);(b)(7)(C)
Sent: 29 Jun 2017 09:32:23 -0400
To: (b)(6);(b)(7)(C)
Subject: External Posting -- McKinsey TCO

(b)(6);(b)(7)(C)

Once the LSJ is signed by the DHCA, it is approved for external release.

Thanks

V/r

(b)(6);(b)(7)(C)
Chief of Staff (A)
Office of Acquisition Management (OAQ)
U.S. Immigration and Customs Enforcement
Desk Phone: 202-732- (b)(6);(b)(7)(C)
Cell Phone: 202-906- (b)(6);(b)(7)(C)
Email: (b)(6);(b)(7)(C)

From: (b)(6);(b)(7)(C)
Sent: 31 Aug 2017 16:24:57 -0400
To: (b)(6);(b)(7)(C)
Subject: Files for our Krome conversation
Attachments: Krome Pricing July 2017_Optimal_Submission 7-12-17 v4.xlsx, Aug 28 coordination meeting slides_Krome.pptx

(b)(6);(b)(7)(C)
McKinsey & Company | Senior Implementation Coach
San Francisco, CA | (b)(6);(b)(7)(C)

+=====

====+

This email is confidential and may be privileged. If you have received it in error, please notify us immediately and then delete it. Please do not copy it, disclose its contents or use it for any purpose.

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Summary of Savings - Optimal Model**Over and Above Tiered Bed Day Rate (CLIN 3) - Average 100 beds over minimum**

Return with a lower above tiered bed day rate

Proposed 100 @ (b)(4)	\$	(b)(4)	
Current 100 @ (b)(4)	\$		
	\$		Annual Savings from Tiered CLIN 3

Tiered KTU + Efficiency

Removed Supervisor	\$	(b)(4)	
Daily Rate for Tier 1	\$		(Note - the KTU population has not exceeded 12 in the last 24 months)
	\$		Annual Savings for Tiered KTU

CLIN 7A On Demand Stationary Guards

112,560 @ (b)(4)	\$	(b)(4)	Current On Demand	Rate change	Hrs per da Posts
112,560 @	\$		Proposed Fixed Schedule	(b)(4)	
	\$		Annual Savings for Fixed Schedule Stationary		

*Fixed Hospital Schedule + General Fixed Schedules, e.g. Construction = 112,560 annual hours***Removed Fixed Posts at Larkin**

Annual Average Hours		(b)(4)		(b)(4)
CLIN 12 Fixed Price	\$			
CLIN 7 On Demand	\$			
	\$		Annual Savings	
Summary Annual Total	\$			(b)(4)

OPTIMAL STAFFING

Contractors shall fill in the highlighted portions with their proposed unit price.

Proposed unit price shall match the unit price submitted on the Standard Form 1447.

Contractors shall submit this attachment in Excel form as a part of the soft copy submission.

DO NOT CHANGE THE FORMAT TO INCLUDE THE CLINS, QTY, UNIT, UNIT PRICE OR FORMULAS.

OPTION YEAR 3		QTY	UNIT	UNIT PRICE	AMOUNT
CLIN 3002: Detention 450 Minimum		164,250	BDR	(b)(4)	
CLIN 3002a: KTU T-1 (1-12)		365	DA		
CLIN 3002b: KTU T-2 (13-30)		365	DA		
CLIN 3003: Detention Over 450		36,135	BDR		
CLIN 3003a: Detention Over 550		22,630	BDR		
CLIN 3005A: Transportation Labor		10,000	HR		
CLIN 3005B: Transportation Labor OT		10,000	HR		
CLIN 3007: Stationary Guards		-	HR		
CLIN 3007A: Stationary Guards OT		-	HR		
CLIN 3011: Miami International Airport		12	MO		
CLIN 3015: Detainee Welfare		12	MO		
SUBTOTAL CLINs Above: Option Year 3					
OPTION YEAR 4		QTY	UNIT	UNIT PRICE	AMOUNT
CLIN 4002: Detention 450 Minimum		164,250	BDR	(b)(4)	
CLIN 4002a: Medical Support T-1 (1-12)		365	DA		
CLIN 4002b: Medical Support T-2 (13-30)		365	DA		
CLIN 4003: Detention Over 450		36,135	BDR		
CLIN 4003a: Detention Over 550		22,630	BDR		
CLIN 4005A: Transportation Labor		10,000	HR		
CLIN 4005B: Transportation Labor OT		10,000	HR		
CLIN 4007: Stationary Guards		-	HR		
CLIN 4007A: Stationary Guards OT		-	HR		
CLIN 4011: Miami International Airport		12	MO		
CLIN 4015: Detainee Welfare		12	MO		
SUBTOTAL CLINs Above: Option Year 4					
OPTION YEAR 5 (Leap Year)		QTY	UNIT	UNIT PRICE	AMOUNT
CLIN 5002: Detention 450 Minimum		164,700	BDR	(b)(4)	
CLIN 5002a: Medical Support T-1 (1-12)		366	DA		
CLIN 5002b: Medical Support T-2 (13-30)		366	DA		
CLIN 5003: Detention Over 450		36,234	BDR		
CLIN 5003a: Detention Over 550		22,692	BDR		
CLIN 5005A: Transportation Labor		10,000	HR		
CLIN 5005B: Transportation Labor OT		10,000	HR		
CLIN 5007: Stationary Guards		-	HR		
CLIN 5007A: Stationary Guards OT		-	HR		
CLIN 5011: Miami International Airport		12	MO		
CLIN 5015: Detainee Welfare		12	MO		
SUBTOTAL CLINs Above: Option Year 5					
OPTION YEAR 6		QTY	UNIT	UNIT PRICE	AMOUNT
CLIN 6002: Detention 450 Minimum		164,250	BDR	(b)(4)	
CLIN 6002a: Medical Support T-1 (1-12)		365	DA		
CLIN 6002b: Medical Support T-2 (13-30)		365	DA		
CLIN 6003: Detention Over 450		36,135	BDR		
CLIN 6003a: Detention Over 550		22,630	BDR		
CLIN 6005A: Transportation Labor		10,000	HR		
CLIN 6005B: Transportation Labor OT		10,000	HR		
CLIN 6007: Stationary Guards		-	HR		
CLIN 6007A: Stationary Guards OT		-	HR		
CLIN 6011: Miami International Airport		12	MO		
CLIN 6015: Detainee Welfare		12	MO		
SUBTOTAL CLINs Above: Option Year 6					
OPTION YEAR 7		QTY	UNIT	UNIT PRICE	AMOUNT

CLIN 7002: Detention 450 Minimum		164,250	BDR		(b)(4)
CLIN 7002a: Medical Support T-1 (1-12)		365	DA		
CLIN 7002b: Medical Support T-2 (13-30)		365	DA		
CLIN 7003: Detention Over 450		36,135	BDR		
CLIN 7003a: Detention Over 550		22,630	BDR		
CLIN 7005A: Transportation Labor		10,000	HR		
CLIN 7005B: Transportation Labor OT		10,000	HR		
CLIN 7007: Stationary Guards		-	HR		
CLIN 7007A: Stationary Guards OT		-	HR		
CLIN 7011: Miami International Airport		12	MO		
CLIN 7015: Detainee Welfare		12	MO		
SUBTOTAL CLINs Above: Option Year 7					
OPTION YEAR 8		QTY	UNIT	UNIT PRICE	AMOUNT
CLIN 8002: Detention 450 Minimum		164,250	BDR		(b)(4)
CLIN 8002a: Medical Support T-1 (1-12)		365	DA		
CLIN 8002b: Medical Support T-2 (13-30)		365	DA		
CLIN 8003: Detention Over 450		36,135	BDR		
CLIN 8003a: Detention Over 550		22,630	BDR		
CLIN 8005A: Transportation Labor		10,000	HR		
CLIN 8005B: Transportation Labor OT		10,000	HR		
CLIN 8007: Stationary Guards		-	HR		
CLIN 8007A: Stationary Guards OT		-	HR		
CLIN 8011: Miami International Airport		12	MO		
CLIN 8015: Detainee Welfare		12	MO		
SUBTOTAL CLINs Above: Option Year 8					
OPTION YEAR 9 (Leap Year)		QTY	UNIT	UNIT PRICE	AMOUNT
CLIN 9002: Detention 450 Minimum		164,700	BDR		(b)(4)
CLIN 9002a: Medical Support T-1 (1-12)		366	DA		
CLIN 9002b: Medical Support T-2 (13-30)		366	DA		
CLIN 9003: Detention Over 450		36,234	BDR		
CLIN 9003a: Detention Over 550		22,692	BDR		
CLIN 9005A: Transportation Labor		10,000	HR		
CLIN 9005B: Transportation Labor OT		10,000	HR		
CLIN 9007: Stationary Guards		-	HR		
CLIN 9007A: Stationary Guards OT		-	HR		
CLIN 9011: Miami International Airport		12	MO		
CLIN 9015: Detainee Welfare		12	MO		
SUBTOTAL CLINs Above: Option Year 9					
TOTAL					

(b)(4)

Due Date: 7/10/17
Contract Type: FFP
Summary

(b)(4) Total labor
(b)(4) Total price

		LY		LY									
CLIN: PMO (Allocated to Most CLINs)	Item	OP3	OP4	OP5	OP6	OP7	OP8	OP9	TOTAL		POSTS	FTEs	PMO
Program Management Office	Labor	(b)(4)											
	ODC												
	Total												
CLIN: X002	Item	OP3	OP4	OP5	OP6	OP7	OP8	OP9	TOTAL		POSTS	FTEs	PMO
Detention 450 Minimum	Labor	(b)(4)											
	ODC												
	PMO Allocation												
	Total												
CLIN: X002a (Option 1)	Item	OP3	OP4	OP5	OP6	OP7	OP8	OP9	TOTAL		POSTS	FTEs	PMO
Medical Support T-1 (1-12)	Labor	(b)(4)											
	ODC												
	PMO Allocation												
	Total												
CLIN: X002b (Option 2)	Item	OP3	OP4	OP5	OP6	OP7	OP8	OP9	TOTAL		POSTS	FTEs	PMO
Medical Support T-2 (13-30)	Labor	(b)(4)											
	ODC												
	PMO Allocation												
	Total												
CLIN: X003	Item	OP3	OP4	OP5	OP6	OP7	OP8	OP9	TOTAL		POSTS	FTEs	PMO
Detention Over 450	Labor	(b)(4)											
	ODC												
	PMO Allocation												
	Total												
CLIN: X003a	Item	OP3	OP4	OP5	OP6	OP7	OP8	OP9	TOTAL		POSTS	FTEs	PMO
Detention Over 550	Labor	(b)(4)											
	ODC												
	PMO Allocation												
	Total												
CLIN: X005a	Item	OP3	OP4	OP5	OP6	OP7	OP8	OP9	TOTAL		POSTS	FTEs	PMO
Transportation Labor	Labor	(b)(4)											
	ODC												
	PMO Allocation												
	Total												
CLIN: X005b	Item	OP3	OP4	OP5	OP6	OP7	OP8	OP9	TOTAL		POSTS	FTEs	PMO
Transportation Labor OT	Labor	(b)(4)											
	ODC												
	PMO Allocation												
	Total												
CLIN: X011	Item	OP3	OP4	OP5	OP6	OP7	OP8	OP9	TOTAL		POSTS	FTEs	PMO
Miami International Airport Operations	Labor	(b)(4)											
	ODC												
	PMO Allocation												
	Total												

CLIN: X015	Item	OP3	OP4	OP5	OP6	OP7	OP8	OP9	TOTAL	POSTS	ETEs	PMO
Detainee Welfare	Labor	(b)(4)										
	ODC											
	PMO Allocation											
	Total											

(b)(4)

Due Date: 7/10/17
Contract Type: FFP
Indirect Rates

Akima Global Services, LLC	INDIRECTS			FEE					Escalation	
AGS	Fringe	OH	G&A	Labor	ODC	Subs			Labor	ODC
Index 1	7									
Period of Performance: 5/1/17 - 4/30/24	(b)(4)									
Option Year 3: 5/1/17 - 4/30/18										
Option Year 4: 5/1/18 - 4/30/19										
Option Year 5: 5/1/19 - 4/30/20										
Option Year 6: 5/1/20 - 4/30/21										
Option Year 7: 5/1/21 - 4/30/22										
Option Year 8: 5/1/22 - 4/30/23										
Option Year 9: 5/1/23 - 4/30/24										
Subcontractor	INDIRECTS			FEE			WRAP		Escalation	
Akal	Fringe	OH	Akal G&A	Labor	ODC	Subs	No Fee	Fee	Labor	ODC
Index 7										
Option Year 3: 5/1/17 - 4/30/18				(b)(4)						
Option Year 4: 5/1/18 - 4/30/19										
Option Year 5: 5/1/19 - 4/30/20										
Option Year 6: 5/1/20 - 4/30/21										
Option Year 7: 5/1/21 - 4/30/22										
Option Year 8: 5/1/22 - 4/30/23										
Option Year 9: 5/1/23 - 4/30/24										

*Lead G&A

SCA	Total Hours	Holidays	Vacation	Sick	Training	Prod.	Non Prod.	H&W	410(k)
Maricopa Co, AZ									
WD 2005-2519 Rev 15 7/08/15									
Option Year 3: 5/1/17 - 4/30/18	(b)(4)								
Option Year 4: 5/1/18 - 4/30/19									
Option Year 5: 5/1/19 - 4/30/20									
Option Year 6: 5/1/20 - 4/30/21									
Option Year 7: 5/1/21 - 4/30/22									
Option Year 8: 5/1/22 - 4/30/23									
Option Year 9: 5/1/23 - 4/30/24									
CBA1									

(b)(4)

RFP Number: HSCEDM-13-R-00001

Due Date: 7/10/17

Contract Type: FFP

Indirect Rates

SPFPA	Total						Non		
Detention Officers	Hours	Holidays	Vacation	Sick	Training	Prod.	Prod.	H&W	410(k)
Option Year 3: 5/1/17 - 4/30/18	(b)(4)								
Option Year 4: 5/1/18 - 4/30/19									
Option Year 5: 5/1/19 - 4/30/20									
Option Year 6: 5/1/20 - 4/30/21									
Option Year 7: 5/1/21 - 4/30/22									
Option Year 8: 5/1/22 - 4/30/23									
Option Year 9: 5/1/23 - 4/30/24									
CBA2									
SPFPA	Total						Non		
Armed Transportation Officer	Hours	Holidays	Vacation	Sick	Training	Prod.	Prod.	H&W	410(k)
Option Year 3: 5/1/17 - 4/30/18	(b)(4)								
Option Year 4: 5/1/18 - 4/30/19									
Option Year 5: 5/1/19 - 4/30/20									
Option Year 6: 5/1/20 - 4/30/21									
Option Year 7: 5/1/21 - 4/30/22									
Option Year 8: 5/1/22 - 4/30/23									
Option Year 9: 5/1/23 - 4/30/24									
CBA3									
IBT Local 769	Total						Non		
Food Service Workers	Hours	Holidays	Vacation	Sick	Training	Prod.	Prod.	H&W	410(k)
Option Year 3: 5/1/17 - 4/30/18	(b)(4)								
Option Year 4: 5/1/18 - 4/30/19									
Option Year 5: 5/1/19 - 4/30/20									
Option Year 6: 5/1/20 - 4/30/21									
Option Year 7: 5/1/21 - 4/30/22									
Option Year 8: 5/1/22 - 4/30/23									
Option Year 9: 5/1/23 - 4/30/24									
CBA4									
Supervisors	Total						Non		
	Hours	Holidays	Vacation	Sick	Training	Prod.	Prod.	H&W	410(k)
Option Year 3: 5/1/17 - 4/30/18	(b)(4)								

(b)(4)

RFP Number: HSCEDM-13-R-00001

Due Date: 7/10/17

Contract Type: FFP

Indirect Rates

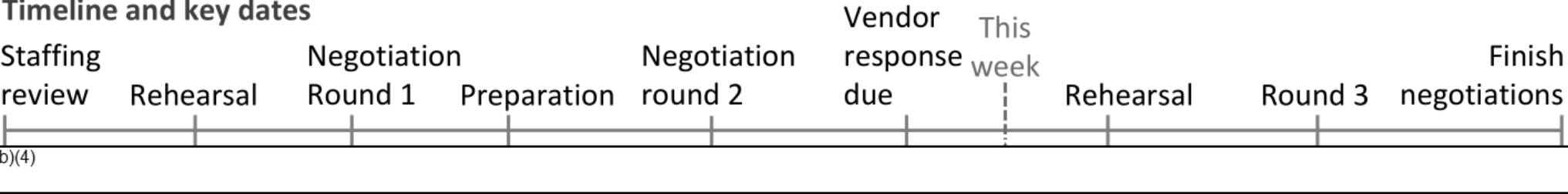
Option Year 4: 5/1/18 - 4/30/19	(b)(4)									
Option Year 5: 5/1/19 - 4/30/20										
Option Year 6: 5/1/20 - 4/30/21										
Option Year 7: 5/1/21 - 4/30/22										
Option Year 8: 5/1/22 - 4/30/23										
Option Year 9: 5/1/23 - 4/30/24										
CBA Extra Pays	Uniform Allowance			License	Hygiene	Total	Overtime Premium			
CBA1	(b)(4)						(b)(4)			
CBA2										
CBA3										
CBA4										
Exempt										
SCA										
Shift Differential	Shift	Pay		Taxes						
M-F 8 Hours Per Day	(b)(4)			FICA	(b)(4)					
Day 6AM to 2PM Shift				FUTA						
Afternoon 2PM to 10PM Shift				SUTA						
Grave 10PM to 6AM Shift				Total						
H&W			OP3	OP4	OP5	OP6	OP7	OP8	OP9	
Exempt			Fringe percentage used							
SCA			(b)(4)							
CBA1										
CBA2										
CBA3										
CBA4										
Non-Productive Time			OP3	OP4	OP5	OP6	OP7	OP8	OP9	
Exempt			(b)(4)							
SCA										

Contents

- **Consolidated format**
- Current format

Krome

Timeline and key dates



■ Approved ■ Identified ■ Under negotiation ■ Rejected

Headline Goals	Total cost (\$M)	(b)(4)	
	Current cost	(b)(4)	
	Opportunity		
	Target cost		

Opportunity		Value (\$M)	Description	Actions	Approved (Yes/No)
Reduce overtime	Eliminate guardmount overtime	(b)(4); (b)(5)	(b)(4); (b)(5)	(b)(4); (b)(5)	<div><input checked="" type="checkbox"/></div> <div><input type="checkbox"/></div>
CLIN adjustment	Shift permanent posts to CLIN 7A at lower rate				<div><input checked="" type="checkbox"/></div> <div><input type="checkbox"/></div>
Staffing efficiencies	Tiered KTU + efficiencies				<div><input checked="" type="checkbox"/></div> <div><input type="checkbox"/></div>
	Hospital guard ratio				<div><input checked="" type="checkbox"/></div> <div><input type="checkbox"/></div>
	Dynamic staffing efficiencies				<div><input checked="" type="checkbox"/></div> <div><input type="checkbox"/></div>
	Reduce administrative staff				<div><input checked="" type="checkbox"/></div> <div><input type="checkbox"/></div>
Other changes	Rates and margins	TBD			<div><input checked="" type="checkbox"/></div> <div><input type="checkbox"/></div>
	Optimals vs. standards	(b)(4); (b)(5)			<div><input type="checkbox"/></div> <div><input checked="" type="checkbox"/></div>
Total ²		6,767,601			

1 Current Bed Day Rate: GM (b)(4), Above = (b)(4)

2 Does not include rejected opportunities

2019-10-01-00048-13

Pre-Decisional – Proprietary and Confidential

Opportunity		Value (\$M)	Description	Actions	Approved (Yes/No)	
Reduce overtime	Eliminate guardmount overtime	(b)(4); (b)(5)	(b)(4); (b)(5)		<input checked="" type="checkbox"/>	<input type="checkbox"/>
CLIN adjustment	Shift permanent posts to CLIN 7A at lower rate				<input checked="" type="checkbox"/>	<input type="checkbox"/>
Staffing efficiencies	Tiered KTU + efficiencies				<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Hospital guard ratio				<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Dynamic staffing efficiencies	TBD			<input type="checkbox"/>	<input type="checkbox"/>
	Reduce administrative staff	TBD			<input type="checkbox"/>	<input type="checkbox"/>
Other changes	Rates and margins	TBD			<input type="checkbox"/>	<input type="checkbox"/>
	Optimals vs. standards	1,121,827			<input type="checkbox"/>	<input checked="" type="checkbox"/>
Total ²		5,267,601				

1 Current Bed Day Rate: GM 450 beds = (b)(4) Above = (b)(4) 2 Does not include projected opportunities
2019-2021 LI 00048 14
Pre-Decisional – Proprietary and Confidential

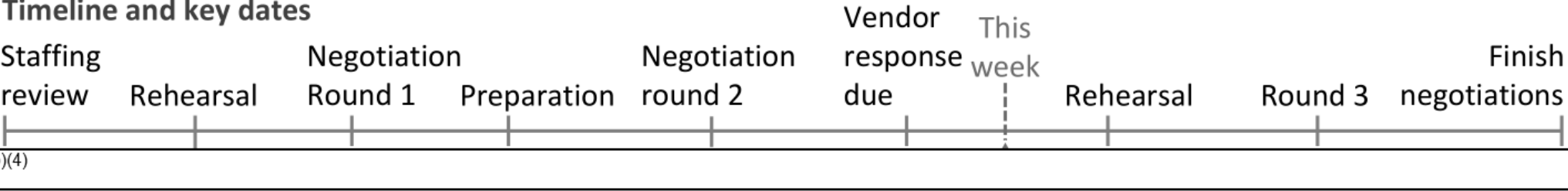
Contents

- Consolidated format
- **Current format**



Krome

Timeline and key dates



■ Approved ■ Identified ■ Under negotiation ■ Rejected

Headline Goals	Total cost	(b)(4)
	Current cost	
	Opportunity cost	
	Target cost	

Opportunity	Value (\$M)	Description	Actions	Approved (Yes/No)
Optimals v. Standards	(b)(4); (b)(5)			<input type="checkbox"/> <input checked="" type="checkbox"/>
Above GM Rate				<input checked="" type="checkbox"/> <input type="checkbox"/>
Tiered KTU + Efficiency				<input checked="" type="checkbox"/> <input type="checkbox"/>
Create CLIN 7A for “Fixed Schedule” Guards				<input checked="" type="checkbox"/> <input type="checkbox"/>
Hospital guard ratio				<input checked="" type="checkbox"/> <input type="checkbox"/>
Changing Escort Process				<input checked="" type="checkbox"/> <input type="checkbox"/>

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Krome (Continued)

Opportunity	Value (\$M)	Description	Actions	Approved Yes / No
Open & Close Posts As Needed	(b)(4); (b)(5)			<input checked="" type="checkbox"/> <input type="checkbox"/>
Guardmount				<input checked="" type="checkbox"/> <input type="checkbox"/>
subtotal	6,967,601			
Inflated burdened labor rate				
Margin				
Reduce administrative positions	(b)(4); (b)(5)			
Total				

From: (b)(6);(b)(7)(C)
Sent: 23 Jun 2017 11:39:55 -0400
To: (b)(6);(b)(7)(C)
Cc:
Subject: Follow up - McKinsey Extension

Hi (b)(6);(b)(7)(C)

Can you provide an update on the McKinsey extension. The M&A EAD is asking. Thanks

V/r

(b)(6);(b)(7)(C)
Chief of Staff (A)
Office of Acquisition Management (OAQ)
U.S. Immigration and Customs Enforcement
Desk Phone: 202-732-(b)(6);(b)(7)(C)
Cell Phone: 202-906-(b)(6);(b)(7)(C)
Email: (b)(6);(b)(7)(C)

From: (b)(6);(b)(7)(C)
Sent: 21 Sep 2017 16:02:04 -0400
To: (b)(6);(b)(7)(C)
Cc:
Subject: Funds for McKinsey // HSCECR-17-F-00003

(b)(6);(b)(7)(C) another req for approval. This one is 192117EROLESA0058 in the amount of (b)(4)

- DCR
- McKinsey order HSCECR-17-F-00003
- FY 2017 Funded Amount: (b)(4)
- Total Contract Amount: (b)(4)
- POP is currently 1/3/17 – 10/27/17
- (b)(6);(b)(7)(C)
- (b)(6);(b)(7)(C)
- Can the POP be reduced in order to obligate less funds in FY17? (Yes or No). If no, provide an explanation in Column I. If yes, say what the new PoP will be in Column J. If yes, say what the total dollar amount of funds not being obligated will be.
 - No. Funds are for upcoming invoices and are needed to fully fund current CLINS.

(b)(6);(b)(7)(C)

Contract Specialist
Detention, Compliance, and Removal
DHS/ICE/OAQ
202-732-(b)(6);(b)(7)(C)

From: (b)(6);(b)(7)(C)
Sent: 27 Aug 2018 15:07:34 +0000
To: DFC, ICE-CONTRACTUAL-OBLIGATIONS
Cc: (b)(6);(b)(7)(C)
Subject: FW: 2018 Obligation Management Escalation Report - July 2018
Attachments: 05.03_HSCECR-17-F-00003_P00022.pdf
Importance: High

Hello, submitting this modification for review to settle this report. Let me know if you need anything else from me. Thanks,

From: (b)(6);(b)(7)(C)
Sent: Monday, August 27, 2018 10:48 AM
(b)(6);(b)(7)(C)
Subject: FW: 2018 Obligation Management Escalation Report - July 2018
Importance: High

Hi Guys,

You each have one item on this list. Please review and let me know if you are able to resolve this issue and if there is anything you need my help with. Thanks.

(b)(6);(b)(7)(C)
Section Chief | Detention, Compliance & Removals
DHS | ICE | Office of Acquisition Management (OAQ)
Office: 202-732-(b)(6);(b)(7)(C) Mobile: 202-380-(b)(6);(b)(7)(C)
Email: (b)(6);(b)(7)(C)

From: (b)(6);(b)(7)(C)
Sent: Friday, August 24, 2018 4:24 PM
To: (b)(6);(b)(7)(C)
Subject: 2018 Obligation Management Escalation Report - July 2018

Good afternoon,

Attached is a template of awards that have either been rejected or the released award has not been received by Financial Operations - Dallas (DFC) for obligation. Explanation category and comments are in columns K and L of the spreadsheet. Column M is OAQ responses from the prior report.

*** Please provide a detail clarification on pending resolution items in Column M from the last month's report. DFC will have to cancel the award if they do not receive the proper documentation to obligate. Be sure the CS copy (b)(6);(b)(7)(C) on the email that is sent to DFC.

Please enter updated comments/responses in column "N" of the attached and return to me as soon as possible.

Comments should include one of the following ONLY:

- The date obligated by DFC and the FileOnQ Barcode#
- The date the “unrelease” request was sent to the PRISM Help Desk
- Resolution Pending
- Date action sent to DFC

Please let me know if you have questions.

(b)(6);(b)(7)(C)

Business Operations Division (BOD) | Management & Program Analyst

DHS | ICE | Office of Acquisition Management (OAQ)

Phone: (202) 732-(b)(6) Mobile: (202) 309-(b)(6);(

Email: (b)(6);(b)(7)(C)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE		PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. P00022		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY ICEDETENTION COMPLIANCE REMOVALS IMMIGRATION AND CUSTOMS ENFORCEMENT OFFICE OF ACQUISITION MANAGEMENT 801 I STREET NW (b)(6);(b)(7)(C) WASHINGTON DC 20536		CODE ICE/DCR		7. ADMINISTERED BY (If other than Item 6) ICEDETENTION COMPLIANCE REMOVALS IMMIGRATION AND CUSTOMS ENFORCEMENT OFFICE OF ACQUISITION MANAGEMENT 801 I STREET NW (b)(6);(b)(7)(C) WASHINGTON DC 20536		CODE ICE/DCR	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) MCKINSEY COMPANY INC WASHINGTON DC 1200 19TH ST NW SUITE 1100 WASHINGTON DC 200362412				(x)			
				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				10A. MODIFICATION OF CONTRACT/ORDER NO. GS-10F-0118S HSCECR-17-F-00003			
CODE 8252293180000		FACILITY CODE		10B. DATED (SEE ITEM 13) 12/26/2016			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule							
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
CHECK ONE X		A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. FAR 52.212-4 (c)					
		B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).					
		C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
		D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) DUNS Number: 825229318 COR: (b)(6);(b)(7)(C) (202) 732-(b)(6);(b)(7)(C) Contracting Officer: (b)(6);(b)(7)(C) (202) 732-(b)(6);(b)(7)(C) Contract Specialist: (b)(6);(b)(7)(C) (202) 732-(b)(6);(b)(7)(C)							
The purpose of this modification is to provide a no-cost extension of performance to July 13, 2018.							
All other terms and conditions remain the same.							
Exempt Action: N Sensitive Award: NONE							
Delivery: 30 Days After Award							
Continued ...							
Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print) (b)(6);(b)(7)(C) Partner				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6);(b)(7)(C)			
15B. CONTRACTOR/OFFEROR (b)(6);(b)(7)(C) (Signature of person authorized to sign)		15C. DATE SIGNED 06/29/2018		16B. UNITED STATES OF AMERICA (b)(6);(b)(7)(C) (Signature of Contracting Officer)		16C. DATE SIGNED June 29, 2018	

NSN 7540-01-152-8070
 Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
 Prescribed by GSA
 FAR (48 CFR) 53.243

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED GS-10F-0118S/HSCECR-17-F-00003/P00022	PAGE	OF
		2	2

NAME OF OFFEROR OR CONTRACTOR

MCKINSEY COMPANY INC WASHINGTON DC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
3004	Discount Terms: Net 30 Delivery Location Code: ICE/ERO ICE ENFORCEMENT REMOVAL IMMIGRATION AND CUSTOMS ENFORCEMENT 801 I STREET NW (b)(6);(b)(7)(C) WASHINGTON DC 20536 Accounting Info: (b)(7)(E)				
	FOB: Destination Period of Performance: 01/03/2017 to 07/13/2018 Change Item 3004 to read as follows (amount shown is the obligated amount): Talent Management Strategy Step 3b: Continue implementing immediate improvements to streamline the hiring process Period of Performance: 3/19/2018 - 7/13/2018 Product/Service Code: R799 Product/Service Description: SUPPORT- MANAGEMENT: OTHER The funding provided in this Task Order is the amount presently available for payment and allotted to this Task Order. The service provider agrees to perform to the point that does not exceed the total amount currently allotted to the items funded under this Task Order. The Service Provider is not authorized to continue work on those items beyond that point. The Government will not be obligated to reimburse the Service Provider in excess of the amount allotted to those items for performance beyond the funding allotted.				(b)(4)

From: (b)(6);(b)(7)(C)

Sent: 23 Aug 2017 10:13:04 -0400

(b)(6);(b)(7)(C)

Subject: analyzing new vendor response

G'morning! I wanted to introduce you to (b)(6);(b)(7)(C) who has joined the team to take over for (b)(6);(b)(7)(C) can still be looped in where we have any questions or continuity issues, but won't be full-time on this team any longer.

I know there's been some more back and forth with the vendor, and we've been looking through the payroll data AGS provided and the most recent analysis (b)(6);(b)(7)(C) did. I'd love to make a plan to regroup. As I understand it right now, there are a few things we need to do to close:

1. Review the payroll data for comparison to the rate buildup they provided in the optimals submission – (b)(6);(b)(7)(C) would you have time to help take a look here? (b)(6);(b)(7)(C) and I are happy to talk through at any point.
2. Fully understand the CLIN changes from past invoices to current proposal – (b)(6);(b)(7)(C) I imagine you're the expert here – could you and (b)(6);(b)(7)(C) touch base on the comparison (b)(6);(b)(7)(C) sent last week? I'm unclear why they say the difference is (b)(4) and according to our invoices it looks like closer to (b)(4). I suspect it's a combination of not accounting for anticipated on-going use of CLIN 7 and an escalation in the option year rate, but it's definitely something we need to be clear on.
3. Estimate full value from dynamic staffing – (b)(6);(b)(7)(C) you're obviously our guru on staffing changes (b)(6);(b)(7)(C) was going to take a pass at costing out the shift study you did, but may have a few questions. We're effectively just trying to look at the total staff that suggests and match to the current AGS proposal and costs. Is there anything he should know in doing that work?
4. Finalize staffing changes – (b)(6);(b)(7)(C) I know you raised the 'all or nothing' points AGS made. Can you and I talk to make sure we have a sense of how that shakes out and where their objections could be? Want to get ahead of that as we finalize the above, and also make sure other changes like guardmount are on their radar.

If we can make sure we're clear on the above, and it's really a staffing change conversation, then we may be able to close without another in person meeting. Am I missing anything else on steps to close, or are there any changes to the above?

Would there be a good time Thursday or Friday to talk as a group?

Many thanks!

(b)(6);(b)(7)(C)

McKinsey & Company | c: (b)(6);(b)(7)(C) e:

(b)(6);(b)(7)(C)

+=====+
=====+

This email is confidential and may be privileged. If you have received it in error, please notify us immediately and then delete it. Please do not

copy it, disclose its contents or use it for any purpose.

+=====

====+

From: (b)(6);(b)(7)(C)
Sent: 24 Oct 2017 09:55:00 -0400
To: (b)(6);(b)(7)(C)
Subject: Burden rates deck
Attachments: BiteSize burden rates deck vFinal.pdf

Hi, (b)(6);(b)(7)(C)

I wanted to pass this along, as promised. If you have any questions, let's discuss before Thursday!

Thanks,
(b)(6);(b)(7)(C)

(b)(6);(b)(7)(C)
McKinsey & Company
1200 19th Street NW
Washington, D.C. 20036
Phone: (b)(6); (b)(7)(C)
Email: (b)(6);(b)(7)(C)

+=====+
=====+

This email is confidential and may be privileged. If you have received it in error, please notify us immediately and then delete it. Please do not copy it, disclose its contents or use it for any purpose.

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=====+



U.S. Immigration
and Customs
Enforcement

Burden rates and staffing costs

“Bite Sized” Knowledge Event Presentation

Questions that we'll answer today

- **What's the big idea?**

- How do we use this?
- Where do things get tricky?
- What do I take away from this?



What are burden rates and why do they matter?



What it is



Why it matters

(b)(4)



Note: This session only covers the dollar charges on each FTE. See the document on relief factor for how to use holiday, sick, and other types of nonproductive hours to convert between posts and FTEs!



Key terms for understanding staffing costs

Base wage

The actual hourly wage for an employee, usually set by the SCA or a collective bargaining agreement (\$)

Burden rate

The rate at which indirect costs (e.g., taxes and benefits) are added to direct costs like labor wages

Workers compensation

Funding for insurance to provide coverage for an employee who has suffered an injury or illness resulting from job-related duties (\$)

Retirement benefits

Contributions an employer may make to pensions or other savings accounts for their employees (\$ or %, depending on CBA)

FUTA and SUTA

Federal/State Unemployment Tax Acts, which fund state workforce agencies and unemployment (%)

FICA

“Federal Insurance Contributions Act”, a federal payroll tax for social security and Medicare on salaries up to a certain amount(%)

H+W

“health and wellness”, or the contribution an employer makes to pay for health insurance (\$ or %, depending on CBA)

Collective Bargaining Agreement

An agreement between an employer and a trade union that sets terms for hours, wages, and working conditions

Details on calculating taxes to make a burden ratio

(b)(4)



Details on calculating benefits and overtime to make a burden ratio

(b)(4)



How to calculate a total staffing cost per FTE or burden rate

Example staffing cost buildup for a Detention Officer under a CBA
(\$/hour)

		(b)(4); (b)(5)
Base wage		
FICA		
FUTA		
SUTA		
Worker's Comp		
H+W		
Pension		
Pension		
Total staffing cost		

Burden rate = (total staffing cost/base rate)

The burden rate for this example is 1.42

A total staffing cost buildup uses information from a CBA, state taxes, and other sources

(b)(4)

Questions that we'll answer today

- What's the big idea?
- **How do we use this?**
- Where do things get tricky?
- What do I take away from this?

Activity: calculate total staffing cost and burden rate for a Detention Officer at GCA Rio Grande

- A new private vendor named GCA is building a facility in the Rio Grande Valley
- The 1,500 bed facility should be completed in January of 2018 and is in the process of hiring its Detention Officers
- The company just signed a CBA to pay a base wage of **\$20/hour**, and info on benefits and Texas taxes is below
- **What is the total staffing cost for a Detention Officer?**
What is the burden rate?



Tax	Texas Rate
FUTA	0.6% on \$7,000
SUTA	2.71% on \$9,000
FICA	7.65%

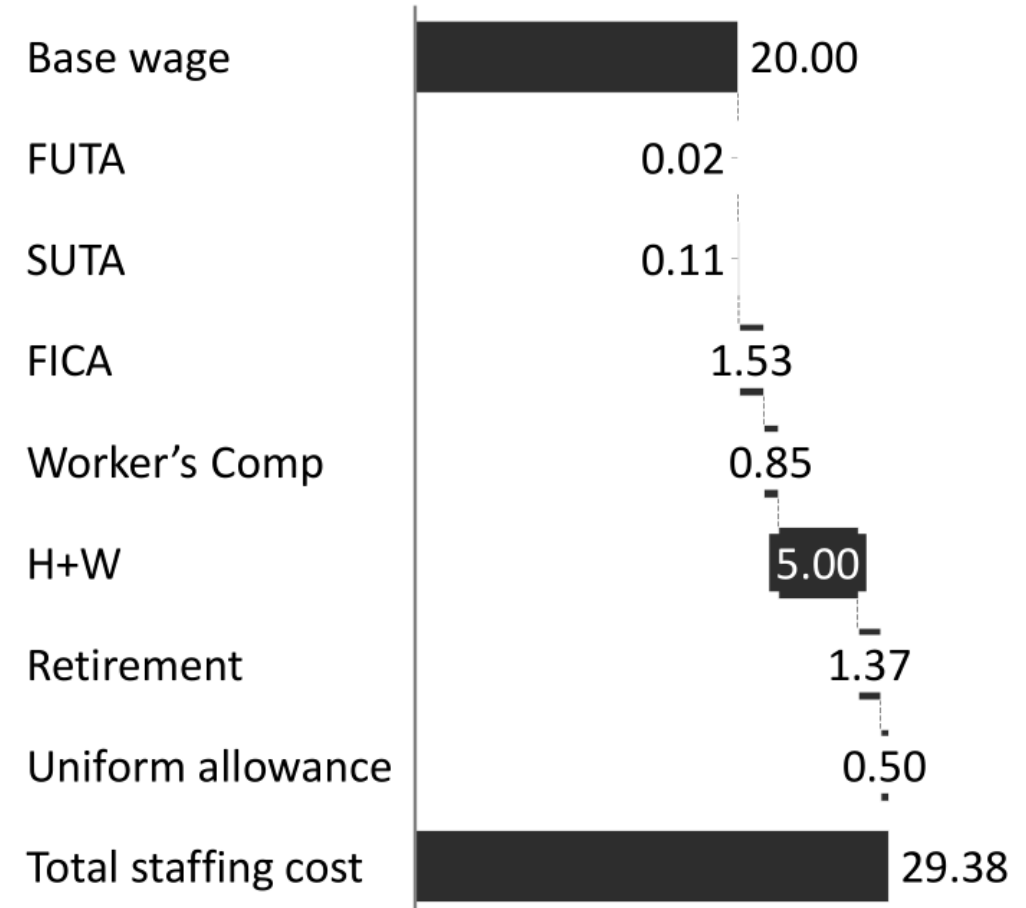
CBA Benefit	\$/hour
Worker's comp	0.85
H+W	5.00
Pension	1.37
Uniform allowance	0.50

Answer key: total staffing cost and burden rate for a DO at GCA Rio Grande

- Start with the base wage of \$20/hour
- **FUTA** = $(7,000 \times 0.006) / 2080 = 0.02$
- **SUTA** = $(9,000 \times 0.0271) / 2080 = 0.11$
- **FICA** = $20 \times .0765 = 1.53$
- **Worker's comp** (from CBA) = 0.85
- **H+W** (CBA) = 5.00
- **Pension** (CBA) = 1.37
- **Uniform allowance** (CBA) = 0.50
- Add all of these to get the **total staffing cost** of \$27.85
- The **burden rate** = total staffing cost/base wage
- $27.85 / 20.00 = 1.47$ **burden rate**

Total staffing cost buildup for a Detention Officer at GCA Rio Grande (in Texas)

(\$/hour)



Questions that we'll answer today

- What's the big idea?
- How do we use this?
- **Where do things get tricky?**
- What do I take away from this?

A few things to watch out for when dealing with burden rates

Watch out! If you see these...

Then you should...

(b)(4); (b)(5)

--	--



Questions that we'll answer today

- What's the big idea?
- How do we use this?
- Where do things get tricky?
- **What do I take away from this?**

BURDEN RATES AND STAFFING COSTS

ILLUSTRATIVE

Concepts

(b)(4)

Base rate
FUTA
SUTA
FICA
Worker's Comp
H+W
Pension
Uniform allowance
Total staffing cost

(b)(4); (b)(5)

Rules of thumb

- Burden rates should usually be below **1.4**
- **FUTA** and **SUTA** cannot be charged on all employee wages
- **G&A** and **profit** should not be included in burden rates
- Only **FICA** and **worker's comp** should be charged on overtime pay



From: (b)(6);(b)(7)(C)
Sent: 16 Nov 2017 14:28:07 -0500
To: Johnson, Tae D; (b)(6);(b)(7)(C) Weinberg, Bill; (b)(6);(b)(7)(C)
(b)(6);(b)(7)(C) Miller, Philip T; (b)(6);(b)(7)(C)
Lamont; (b)(6);(b)(7)(C)
(b)(6);(b)(7)(C)
Subject: Client experience survey for ICE TCO effort with McKinsey

ICE TCO team members,

Last week, you received a link to a survey that asks you briefly about your experience in working with the McKinsey team and the impact the effort has had. We would very much appreciate you taking a moment to fill this out-- it will help us continue to serve you better and to improve the experience for future clients.

Please let me know if you have any questions or any difficulty finding/accessing the survey.

I appreciate you taking the time and hope everyone has a wonderful holiday season!

Best,

(b)(6)

(b)(6);(b)(7)(C)

McKinsey & Company | New York

Office: (b)(6); (b)(7)(C)

Mobile:

Assistant: (b)(6);(b)(7)(C)

+=====+
=====+

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From: (b)(6);(b)(7)(C)
Sent: 2 May 2017 08:19:05 -0400
To: (b)(6);(b)(7)(C); Quigley, William
Cc: (b)(6);(b)(7)(C) NJE/NorthAmerica/MCKINSEY
Subject: CO meeting
Attachments: ecblank.gif, pic14972.gif, ATT00002.htm, c081804.ics

Team,

Please let me know if you are available to meet this morning. If not, Please provide your availability so that we can reschedule accordingly. Thanks

I hope everyone had a good weekend.

To keep the momentum going from the workshop we would like to meet on Monday afternoon in OAQ to accomplish three goals for each facility:

- Create a breakout list off all services and goods that we buy
- Assemble all necessary contract materials
- Refine the should cost tool

Additionally, I will give an orientation to the should cost model.



Team,

Please let me know if you are available to meet this morning. If not, Please provide your availability so that we can reschedule accordingly. Thanks

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- Refine the should cost tool

Additionally, I will give an orientation to the should cost model.

From: (b)(6);(b)(7)(C)
Sent: 9 May 2019 13:52:27 +0000
To: (b)(6);(b)(7)(C)
Subject: Coast Guard and McKinsey

(b)(6);(b)(7)(C)

Just wanted to let you know McKinsey is trying to drum up business at the Coast Guard. I spoke with a program analyst there about my impressions and experience with McKinsey and also recommended they talk to you from the program perspective and about ERO transformation.

(b)(6);(b)(7)(C)
Section Chief | Detention, Compliance & Removals
DHS | ICE | Office of Acquisition Management (OAQ)
Office: 202-732-(b)(6);(7)(C) | Mobile: 202-380-(b)(6);(7)(C)
Email: (b)(6);(b)(7)(C)

From: (b)(6);(b)(7)(C)
Sent: 11 Apr 2017 12:07:54 -0400
To: (b)(6);(b)(7)(C)
Subject: CPAR

Sent you the McKinsey ERO 2.0 CPAR.

Thank You

(b)(6);(b)(7)(C)
ERO/FO/LESA
(A)Chief of Staff
Office 202-732-(b)(6);(b)(7)(C)
Cell 202-487-(b)(6);(b)(7)(C)

From: (b)(6);(b)(7)(C)
Sent: 13 Feb 2019 14:35:06 +0000
To: (b)(6);(b)(7)(C)
Cc:
Subject: CPARS for McKinsey Task Orders
Attachments: CPARS McKinsey FINAL 7_13_2018 HSCECR17F00003.htm, CPARS McKinsey FINAL 3_27_2018 HSCECR16F00004.htm

Please review before I submit.

Thank You

(b)(6);(b)(7)(C)
ERO/FO/LESA
Supervisory Management Program Analyst
Office 202-732-(b)(6);(C)
Cell 202-487-(b)(6)

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CONTRACTOR PERFORMANCE ASSESSMENT REPORT (CPAR)

INCOMPLETE-INITIATED

Nonsystems

Name/Address of Contractor:

Company Name: MCKINSEY & COMPANY, INC. WASHINGTON D.C.

Division Name:

Street Address: 1200 19TH ST NW STE 1100

City: WASHINGTON

State/Province: DC Zip Code: 200362412

Country: USA

CAGE Code:

DUNS Number: 825229318

PSC: R799 NAICS Code: 541611

Evaluation Type: Final

Contract Percent Complete: 100

Period of Performance Being Assessed: 12/27/2016 - 07/13/2018

Contract Number: GS10F0118S HSCECR17F00003 Business Sector & Sub-Sector:

Nonsystems - Prof/Tech/Mng Support

Contracting Office: DETENTION COMPLIANCE AND REMOVALS Contracting

Officer: (b)(6);(b)(7)(C) Phone Number: 202-732-(b)(6);(

Location of Work:

Award Date: 12/26/2016 Effective Date: 12/27/2016

Completion Date: 04/20/2018 Estimated/Actual Completion Date: 07/13/2018

Total Dollar Value: (b)(4) Current Contract Dollar Value: (b)(4)

Complexity: High Termination Type: None

Competition Type: Full and Open Competition Contract Type: Firm Fixed Price

Key Subcontractors and Effort Performed:

DUNS:

Effort:

DUNS:

Effort:

DUNS:

Effort:

Project Number: HSCECR17F00003

Project Title:

Change Management Services (ERO 2.0)

Contract Effort Description:

The scope of this PWS primarily involves the creation of a unifying strategic vision that will identify opportunities for profound change and improvement and that will guide the implementation of existing and evolving efforts. The Contractor shall provide ERO with innovative strategic consulting services to guide ICE in fundamentally changing the

way ERO defines and communicates its vision, strategy, goals and objectives for the future. This task order will include assisting ERO with a strategy to hire, train, and fully develop a workforce consistent with the vision; and implementing the vision, strategy, goals, and objectives throughout ERO's organization.

This transformation includes change management practices that coordinate and leverage existing related initiatives. This scope includes managing foreseen and unforeseen challenges, providing effective oversight and guidance to all ongoing elements of transformation, and establishing and tracking performance of all activities against metrics for success.

Small Business Subcontracting:

Does this contract include a subcontracting plan? No

Date of last Individual Subcontracting Report (ISR) / Summary Subcontracting Report (SSR): N/A

Evaluation Areas Past Rating Rating

Quality: N/A Very Good

Schedule: N/A Exceptional

Cost Control: N/A N/A

Management: N/A Very Good

Small Business Subcontracting: N/A N/A

Regulatory Compliance: N/A N/A

Other Areas:

(1): N/A

(2): N/A

(3): N/A

Variance (Contract to Date):

Current Cost Variance (%): Variance at Completion (%):

Current Schedule Variance (%): 100

Assessing Official Comments:

(b)(4)

(b)(4)

(b)(4)



COST CONTROL: Firm Fixed Price

(b)(4)



(b)(4)

ADDITIONAL/OTHER: Contractors approach to

RECOMMENDATION:

Given what I know today about the contractor's ability to perform in accordance with this contract or order's most significant requirements, I would recommend them for similar requirements in the future.

Name and Title of Assessing Official:

Name:

Title:

Organization:

Phone Number: Email Address:

Date:

Contractor Comments:

Name and Title of Contractor Representative:

Name:

Title:

Phone Number: Email Address:

Date:

Review by Reviewing Official:

Name and Title of Reviewing Official:

Name:

Title:

Organization:

Phone Number: Email Address:

Date:

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FOR OFFICIAL USE ONLY

CONTRACTOR PERFORMANCE ASSESSMENT REPORT (CPAR)

INCOMPLETE-INITIATED

Nonsystems

Name/Address of Contractor:

Company Name: MCKINSEY & COMPANY, INC. WASHINGTON D.C.

Division Name:

Street Address: 1200 19TH ST NW STE 1100

City: WASHINGTON

State/Province: DC Zip Code: 200362412

Country: USA

CAGE Code:

DUNS Number: 825229318

PSC: R799 NAICS Code: 541611

Evaluation Type: Interim

Contract Percent Complete: 100

Period of Performance Being Assessed: 03/14/2017 - 03/13/2018

Contract Number: GS10F0118S HSCECR16F00004 Business Sector & Sub-Sector:

Nonsystems - Prof/Tech/Mng Support

Contracting Office: DETENTION COMPLIANCE AND REMOVALS Contracting

Officer: (b)(6);(b)(7)(C) Phone Number: 202-732-(b)(6);(b)

Location of Work:

Award Date: 03/14/2016 Effective Date: 03/14/2016

Completion Date: 03/20/2018 Estimated/Actual Completion Date: 03/27/2018

Total Dollar Value: \$(b)(4) Current Contract Dollar Value: (b)(4)

Complexity: High Termination Type: None

Competition Type: Full and Open Competition Contract Type: Firm Fixed Price

Key Subcontractors and Effort Performed:

DUNS:

Effort:

DUNS:

Effort:

DUNS:

Effort:

Project Number:

Project Title:

Contract Effort Description:

The scope of this PWS primarily involves the creation of a unifying strategic vision that will identify opportunities for profound change and improvement and that will guide the implementation of existing and evolving efforts. The Contractor shall provide ERO with innovative strategic consulting services to guide ICE in fundamentally changing the way ERO defines and communicates its vision, strategy, goals and objectives for the future. This task order will include assisting ERO with a strategy to hire, train, and fully develop a workforce consistent with

the vision; and implementing the vision, strategy, goals, and objectives throughout ERO's organization.

This transformation includes change management practices that coordinate and leverage existing related initiatives. This scope includes managing foreseen and unforeseen challenges, providing effective oversight and guidance to all ongoing elements of transformation, and establishing and tracking performance of all activities against metrics for success.

Small Business Subcontracting:

Does this contract include a subcontracting plan? N/A

Date of last Individual Subcontracting Report (ISR) / Summary Subcontracting Report (SSR): N/A

Evaluation Areas Past Rating Rating

Quality: Exceptional Exceptional

Schedule: Exceptional Exceptional

Cost Control: N/A N/A

Management: Very Good Exceptional

Small Business Subcontracting: N/A N/A

Regulatory Compliance: N/A N/A

Other Areas:

(1): N/A

(2): N/A

(3): N/A

Variance (Contract to Date):

Current Cost Variance (%): Variance at Completion (%):

Current Schedule Variance (%): 100

Assessing Official Comments:

(b)(4)

(b)(4)

(b)(4)

Name and Title of Assessing Official:

Name:

Title:

Organization:

Phone Number: Email Address:

Date:

Contractor Comments:

Name and Title of Contractor Representative:

Name:

Title:

Phone Number: Email Address:

Date:

Review by Reviewing Official:

Name and Title of Reviewing Official:

Name:

Title:

Organization:

Phone Number: Email Address:

Date:

From: (b)(6);(b)(7)(C)
Sent: 11 Feb 2019 19:31:50 +0000
To: (b)(6);(b)(7)(C)
Cc:
Subject: CPARS for McKinsey

(b)(6);(b)(7)(C) I am trying to provide a CPARS for HSCECRF00004 McKinsey for 3/14/2017 – 3/27/2018. CPARS states there is already a FINAL record. When you look at the status it shows there is one and you are the originator (See below). Unless there is a reason for this one (b)(6);(b)(7)(C) can remove and I can submit.

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CONTRACTOR PERFORMANCE ASSESSMENT REPORT (CPAR)

INCOMPLETE-DRAFTED

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Division Name:

Street Address: 1200 19TH ST NW STE 1100

City: WASHINGTON

State/Province: DC Zip Code: 200362412

Country: USA

CAGE Code:

DUNS Number: 825229318

PSC: R799 NAICS Code: 541611

Evaluation Type: Final

Contract Percent Complete:

Period of Performance Being Assessed: 03/14/2018 - 03/27/2018

Contract Number: GS10F0118S HSCECR16F00004 **Business Sector & Sub-Sector:**

Nonsystems - Prof/Tech/Mng Support

Contracting Office: DETENTION COMPLIANCE AND REMOVALS **Contracting Officer:**

(b)(6);(b)(7)(C) **Phone Number:** (202) 732-(b)(6);(b)(7)(C)

Location of Work:

Award Date: 03/14/2016 **Effective Date:** 03/14/2016

Completion Date: 03/20/2019 **Estimated/Actual Completion Date:** 03/27/2018

Total Dollar Value: (b)(4) **Current Contract Dollar Value:** (b)(4)

Complexity: Medium **Termination Type:** None

Competition Type: Full and Open Competition **Contract Type:** Firm Fixed Price

Key Subcontractors and Effort Performed:

DUNS:

Effort:

DUNS:

Effort:

DUNS:

Effort:

Project Number:

Project Title:

ICE ERO Change Management Services

Contract Effort Description:

The scope of this PWS primarily involves the creation of a unifying strategic vision that will identify opportunities for profound change and improvement and that will guide the implementation of existing and evolving efforts. The Contractor shall provide ERO with innovative strategic consulting services to guide ICE in fundamentally changing the way ERO defines and communicates its vision, strategy, goals and objectives for the future. This task order will include assisting ERO with a strategy to hire, train, and fully develop a workforce consistent with the vision; and implementing the vision, strategy, goals, and objectives throughout ERO's organization.

This transformation includes change management practices that coordinate and leverage existing related initiatives. This scope includes managing foreseen and unforeseen challenges, providing effective oversight and guidance to all ongoing elements of transformation, and establishing and tracking performance of all activities against metrics for success.

Small Business Subcontracting:

Does this contract include a subcontracting plan? No

Date of last Individual Subcontracting Report (ISR) / Summary Subcontracting Report (SSR): N/A

Evaluation Areas Past Rating Rating

Quality: Exceptional Exceptional

Schedule: Exceptional Exceptional

Cost Control: N/A N/A

Management: Very Good Very Good

Small Business Subcontracting: N/A N/A

Regulatory Compliance: N/A N/A

Other Areas:

(1): N/A

(2): N/A

(3): N/A

Variance (Contract to Date):

Current Cost Variance (%): Variance at Completion (%):

Current Schedule Variance (%):

Assessing Official Comments:

QUALITY: Performance met contractual requirements and exceeded many to the Government's benefit. The contractual performance of the element or sub-element being evaluated was accomplished with few minor problems for which corrective actions taken by the Contractor were highly effective.

SCHEDULE: Performance met contractual requirements and exceeded many to the Government's benefit. The contractual performance of the element or sub-element being evaluated was accomplished with few minor problems for which corrective actions taken by the Contractor were highly effective.

MANAGEMENT: Performance met contractual requirements and exceeded some to the Government's benefit. The contractual performance of the element or sub-element being evaluated was accomplished with some minor problems for which corrective actions taken by the Contractor were effective.

RECOMMENDATION:

Given what I know today about the contractor's ability to perform in accordance with this contract or order's most significant requirements, I would recommend them for similar requirements in the future.

Name and Title of Assessing Official:

Name: (b)(6);(b)(7)(C)

Title: Section Chief

Organization: ICE

Phone Number: (202) 732-(b)(6); Email Address: (b)(6);(b)(7)(C)

Date:

Contractor Comments:**Name and Title of Contractor Representative:**

Name:

Title:

Phone Number: Email Address:

Date:

Review by Reviewing Official:**Name and Title of Reviewing Official:**

Name:

Title:

Organization:

Phone Number: Email Address:

Date:

Thank You

(b)(6);(b)(7)(C)

ERO/FO/LESA

Supervisory Management Program Analyst

Office 202-732-(b)(6);(b)

Cell 202-487-(b)(6);

From: (b)(6);(b)(7)(C)
Sent: 4 Jun 2018 18:01:48 +0000

(b)(6);(b)(7)(C)

Subject: Data call for M&A (b)(6);(b)(7)(C)
Attachments: FY18 Contracts Through 103118.xlsx
Importance: High

Hi Everyone,

Please review (b)(6);(b)(7)(C) email below and the urgent, requested data call. According to (b)(6);(b)(7)(C), this request applies to all actions in FY18 that you have REQs for or that you are planning/working without a REQ. It also applies to new awards, options and mods (see column E of the spreadsheet). As you will see, (b)(6);(b)(7)(C) instructs DCR not to include anything detention related. I asked him for clarification about our flights and inspections contracts and he said not to include flights or inspections. What to include are things like program management support, financial audit support and other professional support services. Apart from our McKinsey contract, I'm not sure we have anything that qualifies. Can you each review your current requisitions, re-competes, and FY18 procurements and let me know by **COB tomorrow (June 5)** whether you have anything to add to this list? If you are unsure, let's discuss. Thanks.

(b)(6);(b)(7)(C)
Section Chief | Detention, Compliance & Removals
DHS | ICE | Office of Acquisition Management (OAQ)
Office: 202-732-(b)(6);(b)(7)(C) | Mobile: 202-380-(b)(6);(b)(7)(C)
Email: (b)(6);(b)(7)(C)

From: (b)(6);(b)(7)(C)
Sent: Friday, June 01, 2018 1:07 PM

(b)(6);(b)(7)(C)

Subject: Data call for M&A EAD Clever
Importance: High

Good Afternoon Chiefs –

The purpose of this email is to task you and your teams with a very important data call for (b)(6);(b)(7)(C). The attached spreadsheet must be completed by all four OAQ divisions (DCR, MS, IOSD and ITD) and returned to me by the end of the day on Wednesday, June 6th.

Here are the most important things to remember when completing this task:

1. The spreadsheet is due to me by the end of the day on Wednesday, June 6th. I will review all spreadsheets first thing on Thursday, June 7th.
2. Each division shall provide **ONE** consolidated spreadsheet to me by the due date.
3. ***DO NOT*** change any of the headers in the spreadsheet and fill each column out as accurately as you can.
4. ***DO NOT*** include contracts/orders that have a total value of \$250K or less.
5. DCR – do not include detention related contracts (bed space, transportation, etc.).

Should you have any questions, please contact me directly.

V/r

(b)(6);(b)(7)(C)

Chief of Staff

Office of Acquisition Management (OAQ)

U.S. Immigration and Customs Enforcement

Desk Phone: 202-732-(b)(6);(b)(7)(C)

Cell Phone: 202-906-(b)(6);(b)(7)(C)

Email: j(b)(6);(b)(7)(C)



From: (b)(6);(b)(7)(C)
Sent: 11 Jul 2017 16:00:38 -0400
To: (b)(6);(b)(7)(C)
Cc:
Subject: Draft supplier letter

(b)(6);(b)(7)(C)

We added the part in italics. We discussed this strategy with (b)(6);(b)(7)(C) today and he was open to the idea. Please let me know what you think.

Vendor letter:

(b)(5)

Sincerely,

+=====+
=====+

This email is confidential and may be privileged. If you have received it

in error, please notify us immediately and then delete it. Please do not copy it, disclose its contents or use it for any purpose.

+=====

====+

From: (b)(6);(b)(7)(C)
Sent: 13 Apr 2017 13:48:25 -0400
To: (b)(6);(b)(7)(C)
Cc:
Subject: ERO Project (McKinsey)-Data for CDFs
Importance: High

All,

I am assisting McKinsey (ERO Project) with gathering information on the following four (4) CDFs: Houston (existing and re-compete), Farmville, Krome, and South Texas/Pearsall. For the CDF contract you are assigned to, can you provide me the following information by **COB tomorrow if at all possible**?

1. Does the contract include pricing for transition-out and/or a six (6) month extension (IAW FAR 52.217-8)?
2. Are there currently any major issues (i.e.-litigation, negotiations) with the contract?
3. When does the current option period expire and what is the plan moving forward? (i.e.-Once the new Houston contract is awarded, how long will the current contract be extended for?)

Please let me know if you have questions. Thank you!

V/R,

(b)(6);(b)(7)

(b)(6);(b)(7)(C)

DHS | ICE | Office of Acquisition Management (OAQ)
Detention, Compliance & Removals (DCR) | Contracting Officer

801 "I" Street, N.W., (b)(6);(b)(7)(C)

Mail Stop 5750

Washington, D.C. 20536-5750

Desk: (202) 732-(b)(6)

Mobile: (202) 345-(b)(6)

Email: (b)(6);(b)(7)(C)

From: (b)(6);(b)(7)(C)
Sent: 20 Jun 2017 10:56:11 -0400
To: (b)(6);(b)(7)(C)
Cc:
Subject: Extending our McKinsey contractual period of performance

Good Morning,

I wanted to be sure that you are aware that Director Homan has decided that we should move forward with extending the McKinsey contract. Can you tell me if you have had contact from the Programs that would be funding it?

Thank You,

(b)(6);(b)(7)(C)

From: (b)(6);(b)(7)(C)
Sent: Wednesday, May 31, 2017 11:03 AM
To: (b)(6);(b)(7)(C)
Subject: RE: T (b)(6);(b)(7)(C), extending our McKinsey contractual period of performance?

Well it obviously isn't ideal to have a contractor tell us what we want to ask them to do. But unless we can get OHC or anyone else at ICE to articulate what our objectives are, what other option is there?

(b)(6);(b)(7)(C)

Contracting Officer | Detention, Compliance & Removals
DHS | ICE | Office of Acquisition Management (OAQ)
Office: 202-732-(b)(6);(b)(7)(C) Mobile: 202-380-(b)(6);(b)(7)(C)
Email: (b)(6);(b)(7)(C)

From: (b)(6);(b)(7)(C)
Sent: Wednesday, May 31, 2017 10:57 AM
To: (b)(6);(b)(7)(C)
Subject: RE: Tracey, extending our McKinsey contractual period of performance?

Hi (b)(6);(b)(7)(C)

I'll be back tomorrow. In the meantime, OHC has indicated they too plan to extend the task associated with HR for the maximum 6 months. When I reached out for the justification and the statement of objectives/work, they provided the a white paper however the document was prepared by McKinsey – can they do that?

Thanks,

(b)(6);(b)(7)(C)

From: (b)(6);(b)(7)(C)
Sent: Wednesday, May 31, 2017 9:28 AM

To: (b)(6);(b)(7)(C)

Subject: RE: Tracey, extending our McKinsey contractual period of performance?

Hi (b)(6);(b)(7)(C)

I realize you are out until tomorrow but when you return, it would be great if we could get an update on our plans for extension. Also, one of the attorneys at OPLA who has been advising us on this contract would like to have a conference call with us so he has some idea of the direction we are headed. Thanks!

(b)(6);(b)(7)(C)

Contracting Officer | Detention, Compliance & Removals
DHS | ICE | Office of Acquisition Management (OAQ)
Office: 202-732-(b)(6) | Mobile: 202-380-(b)(6);(b)(7)(C)
Email: (b)(6);(b)(7)(C)

From: (b)(6);(b)(7)(C)

Sent: Wednesday, May 24, 2017 3:13 PM

To: (b)(6);(b)(7)(C)

Cc:

Subject: RE: Tracey, extending our McKinsey contractual period of performance?

(b)(6);

Thank you so much. This helps me understand what's in place and why. Considering the clause for the 6 month extension, and I'm hoping that it's not an all or nothing meaning we can opt to extend 1, 2 or all 3 Tasks under this clause, have you received any indication from ERO that they have a desire to extend their task and likewise, does OAQ? I will reach out to OHC on the 3rd Task, Talent Management Strategy, and get to work on their need to extend.

Thanks again,

(b)(6);(b)(7)(C)

From: (b)(6);(b)(7)(C)

Sent: Wednesday, May 24, 2017 2:20 PM

To: (b)(6);(b)(7)(C)

Cc:

Subject: RE: Tracey, extending our McKinsey contractual period of performance?

Weinberg, Bill

(b)(6);(b)(7)(C)

Attached is the contract with McKinsey. The contract has three overall tasks. The primary task of the contract is called "Transformation Task 3," which is essentially McKinsey working with ERO to implement recommendations from their other contract with us. Transformation Task 3 currently expires on June 19 but can be extended to October 9 with existing options. A second task on the contract is called "Total Cost of Ownership," (TCO) which deals with contracts and OAQ. We recently extended the period of performance of this task to June 12 but there are no additional options for extension. The third task is called "Talent Management Strategy," (TMS)

dealing with HR and was also recently extended to June 12 and also has no options for extension. Both TCO and TMS were originally supposed to expire on May 22.

I have attached the original contract for your review. It won't give you much information related to funding though. We've been added funding incrementally via modifications, as it has become available. I have cc'd on this email the Contracting Officer's Representative (b)(6);(b)(7)(C) and his alternate, (b)(6);(b)(7)(C). They can provide you more detailed information regarding funding if you need.

We have a clause on our contract that allows for extensions of up to 6 months. That being said, given that this contract is firm fixed price and has specific deliverables, any request for extension with McKinsey should some statement of our objectives that describes what we want McKinsey to do and how much longer we want them to do it. Depending on how much we're asking for and how much McKinsey tells us this will cost, we will probably need to prepare some form of justification for why we are awarding additional work to one firm without competing it.

For your reference, I've included the Limited Sources Justification that we had to prepare for this contract, which was also awarded without competition. This should give you some additional background.

Given that TCO and TMS expire in about 2 weeks, we'll need to get the ball rolling right away. If you all can provide me with a statement of objectives for the extension and how long you would like to extend, we can request a quote from McKinsey for the additional work and extension. Sorry for the long email but I wanted to make sure you have the information you need. Please let me know if you have any questions.

(b)(6);(b)(7)(C)

Contracting Officer | Detention, Compliance & Removals
DHS | ICE | Office of Acquisition Management (OAQ)
Office: 202-732-(b)(6);(b)(7)(C) | Mobile: 202-380-(b)(6);(b)(7)(C)
Email: (b)(6);(b)(7)(C)

From: (b)(6);(b)(7)(C)

Sent: Wednesday, May 24, 2017 1:37 PM

To: Weinberg, Bill

Cc: (b)(6);(b)(7)(C)

Subject: RE: Tracey, extending our McKinsey contractual period of performance?

Thank you Bill. Once I receive the contract, I'll work with OHC and (b)(6) to extend.

From: Weinberg, Bill

Sent: Wednesday, May 24, 2017 1:33 PM

To: (b)(6);(b)(7)(C)

Cc:

Subject: RE: (b)(6);(b)(7)(C) extending our McKinsey contractual period of performance?

Sure – (b)(6);(b)(7)(C) is the contracting officer for this contract, and I've already alerted him to this request. The tasks are extended to June 12, when they end per the current contract. Any extension would have

to be defined, justified, proposed by the vendor, evaluated, and funded. I'm sure the vendor will be most cooperative in this endeavor.....

Bill Weinberg
Chief Acquisition Officer
US Immigration and Customs Enforcement

From: (b)(6);(b)(7)(C)
Sent: Wednesday, May 24, 2017 1:30 PM
To: Weinberg, Bill
Cc: (b)(6);(b)(7)(C)
Subject: FW: Tracey, extending our McKinsey contractual period of performance?

Good Afternoon Bill,

I'm trying to be responsive to Tracey's request to extend the McKinsey contract. Can you share what you know and direct me to someone on your staff that can assist me in extending. Also, I'd like to get a copy of the contract to see how it's been funded to date.

Thank you,

(b)(6);(b)(7)(C)

From: (b)(6);(b)(7)(C)
Sent: Wednesday, May 24, 2017 10:59 AM
To: Valerio, Tracey A; Cheng, Wen-Ting
Cc: (b)(6);(b)(7)(C)
Subject: RE: Tracey, extending our contractual period of performance?

Hello Tracey and Wen,

At one point you wanted me to find funding to extend and then this email came saying we would extend the POP at no cost till June 12th. Can you clarify for me what we are attempting to do now? I mentioned to Wen that we are still operating under the 30-day apportionment but we have not yet given all the funding out (haven't given OPA and ODCR). Are we wanting to extend beyond June 12th and if so, how long?

Thanks,

(b)(6);(b)(7)(C)

From: Weinberg, Bill
Sent: Wednesday, May 10, 2017 1:09 PM
To: Valerio, Tracey A
Cc: #MASTAFF; Cheng, Wen-Ting; Valerio, Tracey A
Subject: RE: Tracey, extending our contractual period of performance?

10-4

Bill Weinberg
Chief Acquisition Officer
US Immigration and Customs Enforcement

Sent with BlackBerry Work (www.blackberry.com)

From: Valerio, Tracey A <(b)(6);(b)(7)(C)>
Date: Wednesday, May 10, 2017, 12:55 PM
To: Weinberg, Bill <(b)(6);(b)(7)(C)>
Cc: #MASTAFF <(b)(6);(b)(7)(C)> Cheng, Wen-Ting <(b)(6);(b)(7)(C)> Valerio, Tracey A <(b)(6);(b)(7)(C)>
Subject: FW: Tracey, extending our contractual period of performance?

Bill, can you please make sure that the extension is completed? Thank you!

From: (b)(6);(b)(7)(C)
Sent: Tuesday, May 09, 2017 11:41 AM
To: Valerio, Tracey A
Subject: Tracey, extending our contractual period of performance?

Sorry to bother you with a pretty minor detail - see below - the period of performance on the TCO and talent work is set to expire on May 22 (in less than 2 weeks). I know you are working the white papers, but in the meantime, I wonder if you would consider extending the period of performance by an additional 3 weeks (to June 12), at no additional cost to the government. (b)(6);(b)(7)(C) and I are all committed to ensuring you and ICE leadership have impact, and we fear that ending the efforts in 2 weeks could put that impact at risk (e.g., supporting procurement negotiations, supporting OHC/Dallas on streamlining hiring). This is a benefit of the firm-fixed price contractual arrangement - an extension simply allows additional time to fulfill our commitment to the agency (rather than billing you for additional time and materials).

Does that make sense to you? If so, you would need to direct Bill and his folks to extend the period.

Thanks,

(b)(6);(b)(7)(C)

(b)(6);(b)(7)(C)
McKinsey & Company
1200 19th Street NW, Suite 1000
Washington, DC 20036
Mobile: (b)(6); (b)(7)(C)

----- Forwarded by (b)(6);(b)(7)(C) DCG/NorthAmerica/MCKINSEY on 05/09/2017 11:30 AM -----

(b)(6);(b)(7)(C)

Date: 05/09/2017 10:50 AM
Subject: HSCECR-17-F-00003

(b)(6);(b)(7)(C)

As a reminder, CLINs 2002 and 3002 will expire on May 22nd. After this date, there can be no further performance towards either the TCO Procurement or Talent Management Strategy projects.

Thanks,

(b)(6);(b)(7)(C)

Contract Specialist

Detention, Compliance, and Removal

DHS/ICE/OAQ

202-732-(b)(6);(b)(7)(C)

+=====+
=====+

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+=====+
=====+

From: (b)(6);(b)(7)(C)
Sent: 30 May 2018 20:11:14 +0000
To: (b)(6);(b)(7)(C)
Cc:
Subject: FW: CPARS Notification

Hi (b)(6);(b)(7)(C)

Have you all already begun the final CPARS eval on HSCECR-16-F-00004 with McKinsey? I tried to initiate an evaluation but CPARS said that there is already an evaluation for this period.

(b)(6);(b)(7)(C)

Section Chief | Detention, Compliance & Removals
DHS | ICE | Office of Acquisition Management (OAQ)
Office: 202-732-(b)(6);(b)(7)(C) Mobile: 202-380-(b)(6);(b)(7)(C)
Email: (b)(6);(b)(7)(C)

-----Original Message-----

From: (b)(6);(b)(7)(C)
Sent: Monday, May 28, 2018 7:55 AM
To: (b)(6);(b)(7)(C)
Subject: CPARS Notification

CPARS NOTIFICATION
<https://www.cpars.gov>

You are the Assessing Official for the contracts listed below. If you forgot your User ID or Password, use the 'Forgot User ID' or 'Forgot Password' function at the System Logon screen.

These contracts now have CPARS evaluation(s) that are due or will be due within 30 days for the Period of Performance shown. Until the required evaluation(s) are initiated, you'll continue to receive this e-mail notification weekly. Please use the To-Do List to start the evaluation(s) or contact the Assessing Official Representative to verify that the evaluation(s) have been started.

CONTRACT NUMBER/ COMPANY NAME	PERIOD OF PERFORMANCE/
----------------------------------	------------------------

GS10F0095V HSCECR12F00002	09/15/13-09/14/14
---------------------------	-------------------

NAKAMOTO GROUP, INC., THE

GS10F0118S HSCECR16F00004	03/14/17-03/13/18
---------------------------	-------------------

MCKINSEY & COMPANY, INC. WASHINGTON D.C.

From: (b)(6);(b)(7)(C)
Sent: 21 Aug 2017 17:05:57 -0400
To: (b)(6);(b)(7)(C)
Subject: FW: Dilley documents
Attachments: Dilley fact sheet and negotiation script vC.pdf, Pages on Dilley for negotiation preparation vC.pdf

Would you mind printing 10 copies of the attached documents for me?

Thanks,

(b)(6);(b)(7)(C)

From: (b)(6);(b)(7)(C)
Sent: Monday, August 21, 2017 12:53 PM
To: (b)(6);(b)(7)(C)
Subject: Fwd: Dilley documents

Sent from my iPhone

Begin forwarded message:

(b)(6);(b)(7)(C)

Subject: RE: Dilley documents

(b)(6);(b)(7)(C)

I made one small adjustment to the numbers to fix an accounting slip-up, so the new docs are attached. I'll drop by your office in 5 to discuss these and the negotiation updates.

Thanks,

(b)(6);(b)(7)(C)

From: (b)(6);(b)(7)(C)
Sent: Monday, August 21, 2017 10:29 AM
To: (b)(6);(b)(7)(C)
Subject: Dilley documents

Hi, (b)(6);(b)(7)(C)

You've been a popular man this morning! I've been meaning to drop by your office in order to walk you quickly through the Dilley analysis we did ahead of the (b)(4) meeting (attached), but I keep walking in on other meetings.

I'd love to duck in to chat about this quickly. If it's not too much trouble, could you also have someone print 10 copies of each document? We have a meeting this afternoon at PCN to discuss them with leadership.

Thanks,

(b)(6);(b)

(b)(6);(b)(7)(C)

McKinsey & Company

1200 19th Street NW

Washington, D.C. 20036

Phone (b)(6); (b)(7)(C)

Email: (b)(6);(b)(7)(C)

+=====+
=====+

This email is confidential and may be privileged. If you have received it in error, please notify us immediately and then delete it. Please do not copy it, disclose its contents or use it for any purpose.

+=====+
=====+

Fact sheet for South Texas Family Residential Center

Background:

- Dilley was an emergency contract executed during the 2014 influx of unaccompanied minors and family units crossing the southern border
- The facility has 2,400 beds for women and children in modular housing units
- By the end of 2017, ICE will have paid CoreCivic \$725 million for the facility
- Due to the rush, ICE paid CoreCivic \$96 million up front to open the facility
- Then ICE signed a contract worth \$243 million a year
- In October 2016, CoreCivic reduced the contract to \$155 million per year:
 - \$34 million was reduced from staffing and benefits
 - \$28 million was reduced from food payments to Target
 - \$26 million was reduced from “staff housing and food service”

Current opportunity for ICE savings

- The current cost of the contract is \$157 million, and the should cost is \$43 million
 - The gap is \$107 million
 - A practical objective is to reduce the contract by \$70-90 million
- The gap to should cost is primarily due to

(b)(4)

(b)(4)

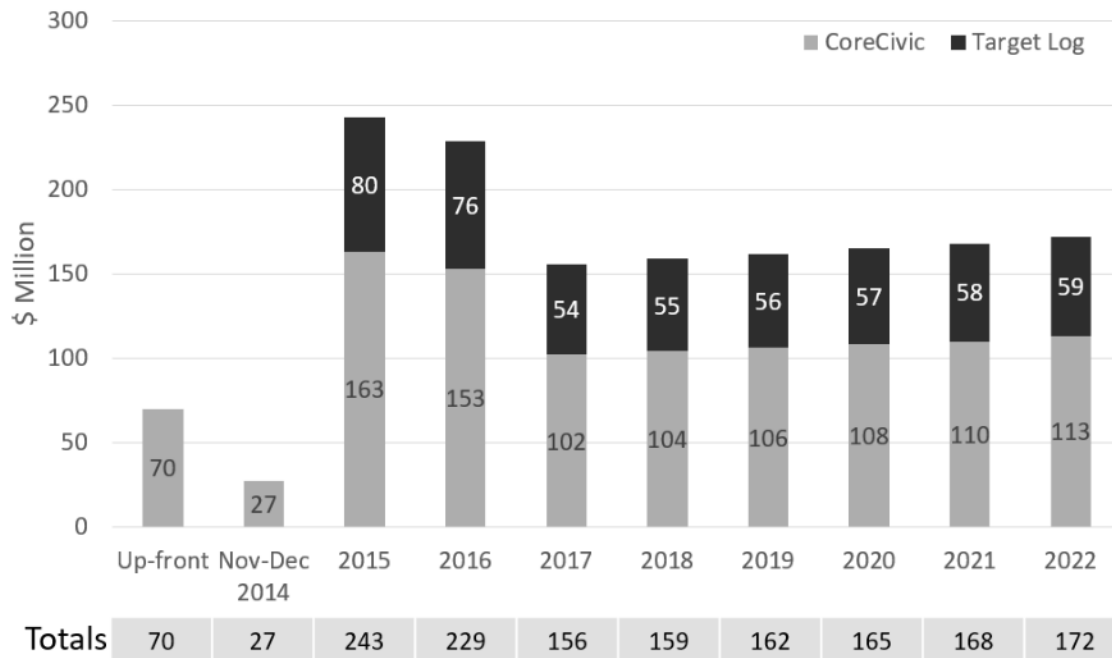
Four key points for the conversation

(b)(4)



4. The Government understands that the vendors will want to better understand its calculations and objectives, so proposes 3-4 follow-up conversations to align on the new basis for this contract

Exhibit One: Dilley contract costs



- ICE has paid CoreCivic \$725 million to date
- ICE is projected to spend an additional \$826 million over the next five years

Exhibit Two: Effective bed-day rate of contract to date

Year	2015	2016	2017
ADP	749	1,015	933
Effective bed day rate	(b)(4)		
Annual cost of contract (\$M)	243	229	156

- When translated to a per diem bed rate, Dilley beds can be 10 times as expensive as the national average

Exhibit Three: Breakdown of should cost and current contract costs

Category	Should cost (\$M)	Does cost (\$M)	Difference (\$M)
Target lease			
Margin			
Food & Supplies			
General & Administrative			
Depreciation			
Staffing			
Operations & Maintenance			
Other costs			
Total			

(b)(4)



U.S. Immigration
and Customs
Enforcement

Negotiation Preparation

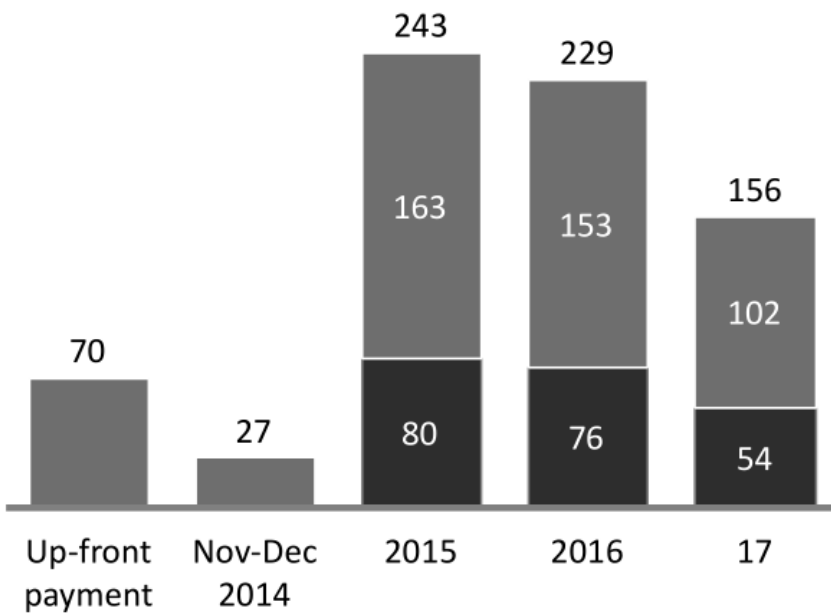
22 August 2017
PRELIMINARY – FOR DISCUSSION ONLY

ICE will have paid \$725 million for Dilley by the end of 2017, over \$200 million of which will have gone to the Target Logistics lease

CoreCivic
Target Logistics

Annualized costs of South Texas Family Facility¹

\$ Millions



(b)(4); (b)(5)

FY ADP

Effective bed-day rate²
\$ Dollars

(b)(4)

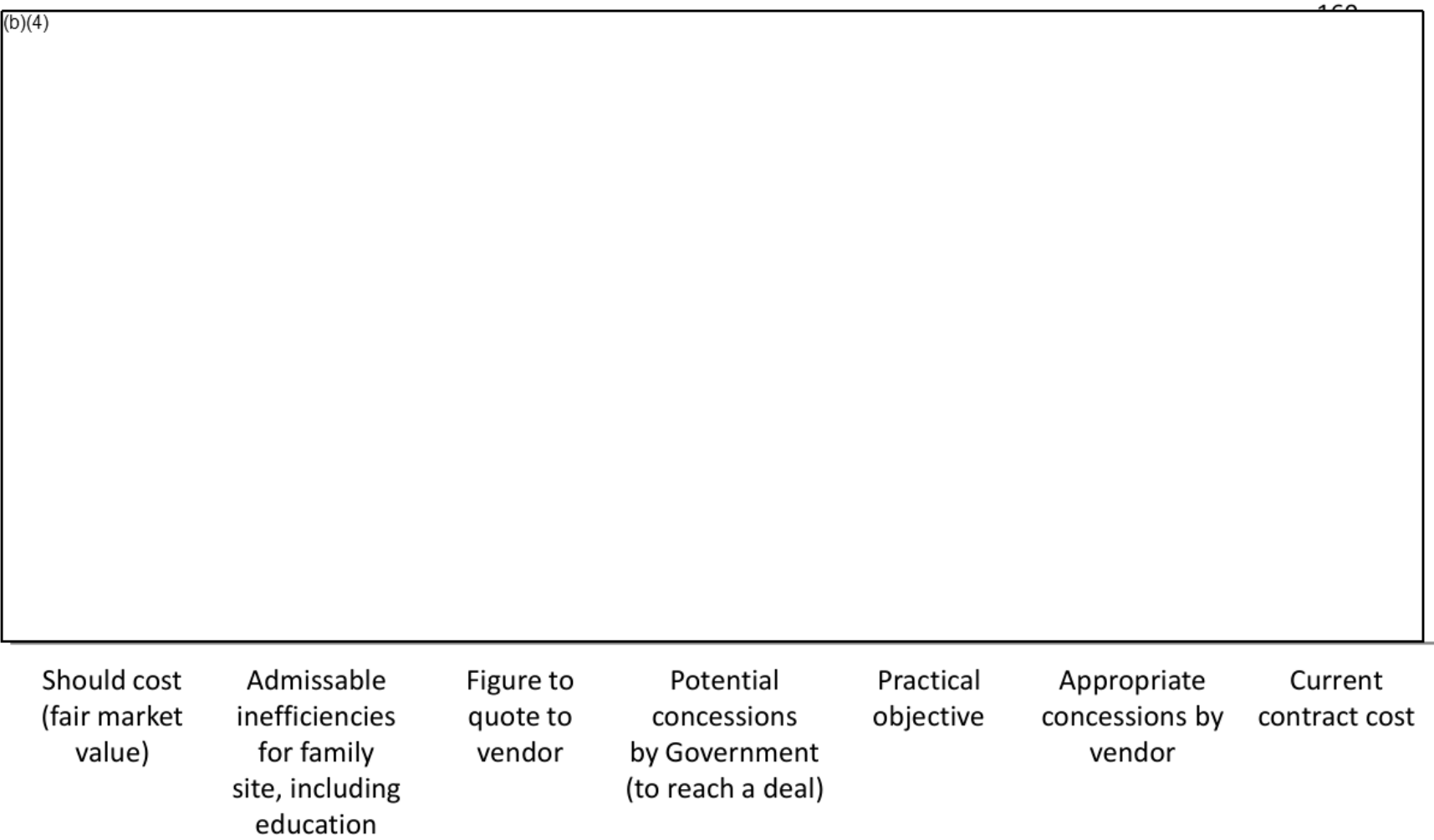
¹ These costs consider the up-front cost, the 'ramp-up' funds for the first 2 months of the contract, and monthly expenses thereafter. The contract was renegotiated from roughly \$21 million per month to about \$13 million per month in October 2016

² Because this is a flat-rate contract, the average effective bed-day rate can be calculated by dividing the annual contract spend by the FY ADP and 365 days in the year

The should cost model's output is \$107 million lower than the current contracted cost

Buildup of possible outcomes from Dilley re-negotiation

\$ Millions



The newest Jail Cost Statement is \$107 million higher than its should cost estimate due to differences across several categories of spend

Category	Should cost \$ Millions	Does cost \$ Millions	Difference \$ Millions
Target lease		(b)(4)	
Margin			
Food & Supplies			
General & Administrative			
Depreciation			
Staffing			
Operations & Maintenance			
Other costs ¹			
Total ²			

1This includes Education and Medical expenses, which will not be a focus of negotiations

2 May not add exactly due to rounding



ICE can consider several approaches to anchor the main conversations with vendors in what each category should cost

Target lease	Margin and G&A	Food and supplies	Other items
(b)(4); (b)(5)			

While (b)(4) will likely have some arguments ready against this new approach, ICE has standing to push back on their claims

Example arguments from vendors

Core contention of vendors

Possible responses from ICE

(b)(4); (b)(5)

From: (b)(6);(b)(7)(C)
Sent: 19 Jun 2018 17:04:28 +0000
To: (b)(6);(b)(7)(C)
Subject: FW: Documentation Request: OIG Review of ICE Detention Contracts [ICE OAC # 716]
Attachments: ERO 2.pdf

Is attachment two the latest version of McKinsey? If so I will forward it to M&A.

(b)(6);(b)(7)(C)
Chief of Staff
Office of Acquisition Management (OAQ)
U.S. Immigration and Customs Enforcement
Desk Phone: 202-732-(b)(6);(b)(7)(C)
Cell Phone: 202-906-(b)(6);(b)(7)(C)
Email: (b)(6);(b)(7)(C)



From: (b)(6);(b)(7)(C)
Sent: Friday, February 02, 2018 2:39 PM

(b)(6);(b)(7)(C)

Subject: RE: Documentation Request: OIG Review of ICE Detention Contracts [ICE OAC # 716]

Hi (b)(6);(b)(7)(C)

The ERO Change Management project consisted of two different task orders. The first attachment is the original order and the second attachment is a continuation and expansion of the first order. The objectives and scope of each attachment summarizes the work that was performed in support of the ERO Change Management project.

The work was not directly related to EO 13781.

V/r

(b)(6);(b)(7)(C)
Chief of Staff
Office of Acquisition Management (OAQ)
U.S. Immigration and Customs Enforcement
Desk Phone: 202-732-(b)(6);(b)(7)(C)

Cell Phone: 202-906-(b)(6);(b)(7)(C)

Email: (b)(6);(b)(7)(C)

From: (b)(6);(b)(7)(C)

Sent: Wednesday, January 31, 2018 10:29 AM

To: (b)(6);(b)(7)(C)

Cc:

Subject: RE: Documentation Request: OIG Review of ICE Detention Contracts [ICE OAC # 716]

Hi (b)(6);(b)(7)(C)

OAQ will have to defer you to someone at PCN with regards to the first part of the request. OAQ does not have visibility on this topic. Perhaps (b)(6);(b)(7)(C) at M&A can assist you.

Executive Order 13781 required agencies to develop reform plans to improve efficiency, effectiveness and accountability of the executive branch. In connection with the OIG review of ICE Detention Contracts, **would you please provide us with a copy of ICE's reform plan submitted pursuant this Executive Order (see attached Executive Order 13781 and OMB Guidance related to the order)?**

OAQ is working on this part of the request:

During our discussion with the Office of Acquisition Management (OAQ), (b)(6);(b)(7)(C) mentioned that a contractor has been engaged by ICE to evaluate the effectiveness and structure of ERO. **Would you please provide a description of the work being performed by that contractor and indicate whether that work is related to Executive Order 13781 or is a completely separate endeavor?**

V/r

(b)(6);(b)(7)(C)

Chief of Staff

Office of Acquisition Management (OAQ)

U.S. Immigration and Customs Enforcement

Desk Phone: 202-732-(b)(6);(b)(7)(C)

Cell Phone: 202-906-(b)(7)(C)

Email: (b)(6);(b)(7)(C)

From: (b)(6);(b)(7)(C)

Sent: Wednesday, January 31, 2018 9:54 AM

To: (b)(6);(b)(7)(C)

Cc:

Subject: FW: Documentation Request: OIG Review of ICE Detention Contracts [ICE OAC # 716]

Importance: High

(b)(6);(b)(7)(C)

Can OAQ provide responses for the questions below ? If so, please respond directly to the inspector with a copy to me. If not, PLMK who can...

Thanx.

(b)(6);(b)

(b)(6);(b)(7)(C)

Senior Portfolio Manager

OCFO / Office of Assurance and Compliance (OAC)

U.S. Immigration and Customs Enforcement (ICE)

(202) 732(b)(6);(b)

From: (b)(6);(b)(7)(C)

Sent: Tuesday, January 30, 2018 3:45 PM

To: (b)(6);(b)(7)(C)

Cc:

Subject: Documentation Request: OIG Review of ICE Detention Contracts

(b)(6);(b)(7)(C)

Executive Order 13781 required agencies to develop reform plans to improve efficiency, effectiveness and accountability of the executive branch. In connection with the OIG review of ICE Detention Contracts, **would you please provide us with a copy of ICE's reform plan submitted pursuant this Executive Order (see attached Executive Order 13781 and OMB Guidance related to the order)?**

During our discussion with the Office of Acquisition Management (OAM), (b)(6);(b)(7)(C) mentioned that a contractor has been engaged by ICE to evaluate the effectiveness and structure of ERO. **Would you please provide a description of the work being performed by that contractor and indicate whether that work is related to Executive Order 13781 or is a completely separate endeavor?**

Please let me know if you have any questions regarding this documentation request.

Thank you,

(b)(6);(b)(7)(C)

Senior Inspector

DHS OIG Inspections & Evaluations

(b)(6);(b)(7)(C)

(520) 237 (b)(6);(b)

Performance Work Statement
ICE ERO Transformation Task 3, TCO Procurement Strategy, and Talent
Management Strategy
December 16, 2016

1. BACKGROUND

ICE ERO has a broad role across the U.S. national and homeland security mission space. Its diverse mission includes identifying and arresting aliens who present a national security, border security, or public safety risk. ERO is also responsible for housing more than 30,000 detainees every day, caring for tens of thousands of unaccompanied minors during transportation, and repatriating aliens to their country of origin. ERO manages a large geographic footprint across the continental United States and 12 overseas locations, with ~7,500 dedicated employees, and coordinates with multiple federal agencies, as well as state and local law enforcement. Across all these missions, ICE must navigate a complex political terrain, changing immigration policies, and the scrutiny of internal federal government partners, state and local government and law enforcement stakeholders, and private sector advocates.

ICE has embarked on an ambitious transformation of ERO to empower its people and strengthen public safety and national security in the current (and future) dynamic environment. In March 2016, the organization launched a disciplined three-phased approach:

- Task 1: Aspire to a bold strategic vision for ERO
- Task 2: Assess the strengths and weaknesses of the current model, and Architect new strategies and recommendations to address those weaknesses
- Task 3: Act on those recommendations and Advance the organization

2. OBJECTIVES

To date, ERO has completed the Task 1 aspiration, conducted its Task 2 assessment, and architected new strategies and recommendations to advance the organization. ERO now has three objectives:

1. Embark on Task 3 to pilot, refine, and implement the Task 2 recommendations
2. Improve ICE's and ERO's procurement strategy (most notably in detention), and transition to a Total Cost of Ownership approach
3. Enhance talent management for all employees, by investing significantly in recruiting, hiring, and developing front-line staff, supervisors, and leaders

3. SCOPE

The Contractor shall provide ERO with innovative strategic consulting services to support ICE in achieving the three objectives above: piloting and implementing the Task 2 recommendations, improving ICE's and ERO's procurement strategy, and enhancing talent management. This scope includes managing foreseen and unforeseen challenges, providing effective oversight and guidance to all ongoing elements of the effort, and establishing and tracking performance of all activities against metrics for success.

4. PERIOD OF PERFORMANCE

Transformation Task 3, Step 1a: January 3, 2017 – April 24, 2017

Transformation Task 3, Step 1b: April 25, 2017 – June 19, 2017

Transformation Task 3, Step 2a: June 20, 2017 – August 14, 2017

Transformation Task 3, Step 2b: August 15, 2017 – October 9, 2017

Total Cost of Ownership Step 1: January 3, 2017 – February 27, 2017

Total Cost of Ownership Steps 2-4: February 28, 2017 – May 22, 2017

Talent Management Strategy Step 1: January 3, 2017 – March 13, 2017

Talent Management Strategy Step 2: March 14, 2017 – May 22, 2017

5. TASKS AND DELIVERABLES

Task 3: Pilot, refine, and implement the Task 2 recommendations

The current effort includes several Task 3 activities: developing implementation strategies, developing communications strategies, and evaluating the effectiveness of the change. To increase the odds of a successful transformation, the contractor will support ERO in performing two additional steps within Task 3:

- Step 1: Test and refine the Task 2 recommendations via field “alpha” and “beta” tests, and at HQ.
- Step 2: Support the first full wave (i.e., Wave 1) of the ERO 2.0 roll out and implementation in the field, and continued refinement at HQ

Key activities include:

- Step 1a. Prepare for, execute, and incorporate lessons learned from the “alpha” field test in a single AOR (e.g., Detroit) and the HQ initiatives
 - Develop a set of detailed materials that provide practical guidelines and best practices for ERO staff to execute the recommendations developed in the Architect phase
 - Recruit and train a cohort of individuals who will help lead the pilot and subsequent roll-out of the transformation
 - Test the new strategies and recommendations in a representative “alpha” field office(s) to refine the future-state design, and identify capabilities required to implement
- Step 1b. Test the detailed best practices, job aides, and training material developed during Step 1a, and refine these materials based on the experience of a “beta” test in two additional field sites
 - Refine the recommendations, detailed materials, and implementation strategies based on learnings from the “beta” test

- Refine ERO 2.0 HQ roll out
- Step 2a. Roll out ERO 2.0 to El Paso, Houston, San Diego, and Dallas AORs
 - Conduct a “bootcamp” for ERO individuals who will lead Wave 1 implementation
 - Provide support for individuals who are leading Wave 1 implementation in each AOR
 - Refine the ERO 2.0 set of materials, implementation plan, and best practices based on learnings from Wave 1 implementation
 - Provide leadership coaching and facilitation to build capabilities of ERO’s leaders to execute the new model, manage the change, and continuously improve
- Step 2b. Roll out ERO 2.0 to San Antonio AOR
 - Conduct a “bootcamp” for ERO individuals who will lead Wave 1 implementation
 - Provide support for individuals who are leading Wave 1 implementation in each AOR
 - Refine the ERO 2.0 set of materials, implementation plan, and best practices based on learnings from Wave 1 implementation
 - Provide leadership coaching and facilitation to build capabilities of ERO’s leaders to execute the new model, manage the change, and continuously improve

Deliverables schedule:

Deliverable	Delivery Date
STEP 1	
Draft set of materials to support roll out of ERO 2.0. These materials could include, for example: “week in the life” depictions of key roles (e.g., FODs, SDDOs), “how to” guides for key processes (e.g., enforcement, removals, performance management), job aides (e.g., simple reference guides for front-line staff), and communications materials	4/24/17
Successful “alpha” test of the new model	4/24/17
Successful “beta” test of the new model	6/19/17
Refined recommendations, based on learnings from the pilot	6/19/17
Refined set of materials, based on learnings from the pilot	6/19/17
Refined implementation strategies (e.g., master schedule of overall implementation timing, sequencing of key initiatives, resource needs), based on learnings from the pilot	6/19/17
STEP 2	
Bootcamp training materials for ERO individuals leading the charge. These materials would include both “hard” skills (e.g., instruction on the new enforcement and removals processes) and “soft” skills (e.g., change management, influencing, feedback and coaching)	8/14/17
Successful implementation of the new model in Wave 1 field offices	10/9/17
Refined set of materials, based on learnings from Wave 1	10/9/17

Task 4: Improve ICE’s and ERO’s procurement strategy (most notably in detention), and transition to a Total Cost of Ownership approach

The contractor will undertake a four-step plan to both validate the size of and begin to capture significant procurement improvement opportunity. After Step 1, ICE will make a determination on

whether it makes sense to continue work through Steps 2 – 4 (based on the opportunity identified in Step 1).

Key activities include:

- Hold a kick-off meeting with critical ICE stakeholders to review the plan for Steps 1 – 4, and launch a data request to gather the required information to begin work outlined in Step 1
- Step 1: Assess 3-4 high-priority contracts
 - Collaborate with ICE team to select 3 - 4 contracts for robust analysis from high-priority spend categories
 - Conduct detailed analysis of contract services delivered and terms; build “should cost” analysis and compare against price for each contract to determine if there is value at stake ICE could capture
- Step 2: Build Total Cost of Ownership model
 - Define requirements that the TCO model should include
 - Collect and cleanse data
 - Design the conceptual logic of the TCO model
 - Build, test and refine the model
- Step 3: Build negotiation strategies and implement processes
 - Build negotiation strategy to capture value from should cost and other analysis against high priority spend categories
 - Prepare ICE team for negotiations via role plays, scenario analysis, best-alternative-to-negotiated-agreement (BATNA) analysis, etc
 - Conduct analysis to determine which contracts would be highest priority for ICE to analyze
 - Design process for ICE to regularly assess contracted spend for opportunities to achieve best value for ICE
 - Conduct detailed analysis of contract services delivered and terms; build “should cost” analysis and compare against price for each contract to determine if there is value at stake ICE could capture
- Step 4: Assess OAQ and ERO organizational readiness
 - Assess infrastructure and tools
 - Assess talent and capabilities
 - Recommend pipeline management and roll-out
 - Assess management and tracking processes
 - Assess interface management

- Evaluate the organizational structure

Deliverables schedule:

Deliverable	Delivery Date
STEP 1	
Detailed should cost estimate for the focus service in each contract.	2/27/17
Estimate of opportunity across all procurement by extrapolating based on findings from sample set of 3-4 contracts.	2/27/17
STEP 2	
Prioritized lists of the requirements for modeling TCO across mission lifecycle.	4/10/17
Set of logic flows that collectively illustrate the relationships to be captured by a MVP version of a TCO model, including the initial data sets that feed the TCO estimate, as defined by requirements established in the first stage	4/10/17
Data sets to be used in developing a TCO estimate for ICE, including both cost and performance factors, as well as a list of data gaps and potential workarounds or recommendations for future data collection to fill those gaps.	4/10/17
MVP version of a TCO model, including the specific data sets required as inputs, the levers available to users, and the desired outputs.	5/22/17
Perspective on the total value at stake and how ICE can capture	5/22/17
STEP 3	
Negotiation strategy to capture value from the “should cost” analysis for 3 – 4 priority contracts from Step 1, including a summary of sources of leverage in negotiation	5/22/17
Negotiation “script” for 3 – 4 priority contracts from Step 1	5/22/17
Capability building workshops for negotiation & contract analysis team to build skills to manage negotiations and achieve “best value” outcome for ICE	5/22/17
Recommendation on which contracts OAQ should prioritize going forward for analysis based on both size of potential opportunity and contract timing	5/22/17
Process to use TCO model, should cost, and other procurement tools to regularly assess and improve value gained from high priority ICE spend areas	5/22/17
STEP 4	
Evaluation of ICE pricing tools and databases versus best-in-class for obtaining optimal pricing / should cost estimates	5/22/17
Evaluation of ICE capabilities vs. those required to obtain best-in-class pricing; summary of gaps that must be closed to reach best-in-class	5/22/17
Evaluation of how ICE sets priorities for which contracts to conduct price analysis; evaluation of ICE effectiveness in closing difference between today's price vs. should cost	5/22/17
Evaluation of ICE metrics / tracking methodology for driving “best value” vs. those used by organizations that achieve best-in-class pricing, including use / effectiveness of management tools such as dashboards	5/22/17
Evaluation of how effectively OAQ organization engages with ICE/ERO leadership and other stakeholders (e.g., AORs) to build excitement and gain buy in for its efforts – or to push for best value procurement decisions	5/22/17
Evaluation of OAQ organization roles and responsibilities versus organizations that achieve best-in-class pricing	5/22/17

Task 5: Enhance talent management for all employees, by investing significantly in recruiting, hiring, and developing front-line staff, supervisors, and leaders

The contractor will take a two-step approach to developing and implementing a talent management strategy. Key activities include:

- Step 1: Strategy development
 - Develop a factual baseline
 - Assess current talent management processes, systems and practices
 - Define a key set (3-5) of near-term initiatives for further design and/or immediate implementation to gain momentum through “quick wins.”
 - Conduct senior leadership “vision” workshop
- Step 2: Strategy implementation
 - Build and pilot initiatives for each priority area
 - Continue to engage the senior management team and staff throughout the initiative development process

Deliverables schedule:

Deliverable	Delivery Date
STEP 1	
Factual baseline and assessment of current talent management processes, systems and practices across levels and segments	2/13/17
Prioritized set of gaps that must be addressed in Step Two	2/13/17
Talent management strategy with analysis and references	3/13/17
Detailed recommendations on changes needed to existing practices, processes, and systems required to close key gaps	3/13/17
Alignment across key stakeholders on overall vision for talent management and key gaps and capabilities that need to be addressed	3/13/17
STEP 2	
Identification of ERO leadership sponsors to carry initiatives through to national level implementation	4/17/17
Prioritized set of initiatives, with some initiatives piloted and adjustments made based on findings	5/22/17
Communications materials to provide an understanding of the changes and effort by ERO's staff	5/22/17

Quality Assurance Surveillance Plan
ICE ERO Transformation Task 3, TCO Procurement Strategy, and Talent
Management Strategy
December 16, 2016

1. INTRODUCTION

This Quality Assurance Surveillance Plan has been developed to evaluate Contractor performance while implementing the Performance Work Statement (PWS). It is designed to provide an effective surveillance method for monitoring and evaluating the Contractor's performance for the requirements listed in the PWS.

The Contractor, and not the Government, is responsible for management and quality control actions to meet the terms of the contract. The role of the Government is quality assurance to ensure contract standards are achieved. In this contract, the quality control program is the driver for service quality. The Contractor is required to develop a comprehensive program of inspections and monitoring actions. The major step to ensuring a "self-correcting" contract is to ensure that the quality control program approved after contract award provides the measures needed to lead the Contractor to success. Once the quality control program is approved, careful application of the process and standards presented in the remainder of this document will ensure a quality program.

2. OBJECTIVE

This plan provides a quality surveillance strategy for ICE ERO Transformation Task 3, TCO Procurement Strategy, and Talent Management Strategy. The primary intent of the plan is to provide a basis for the Contracting Officer's Representative (COR) evaluation of performance quality. Oversight of Contractor performance will assure quality performance. The plan will also afford the COR and Contracting Officer (CO) a productive mechanism to preclude major deficiencies in performance, provide input for annual contractor past performance evaluations, and make the determination for exercising of contract options.

3. PERFORMANCE INDICATORS (MEASURES). Surveillance of contractor performance will be performed by the appointed COR and the CO based on the surveillance methodologies identified in the Performance Requirements Summary (PRS). The following primary task areas of the contract will be the basis from which all surveillance will originate:

ERO Transformation Task 3

- 3.1 Step 1a: Prepare for, execute, and incorporate lessons learned from the "alpha" field test in a single AOR (e.g., Detroit) and the HQ initiatives
- 3.2 Step 1b: Test the detailed best practices, job aides, and training material developed during Step 1a, and refine these materials based on the experience of a "beta" test in two additional field sites
- 3.3 Step 2a. Roll out ERO 2.0 to El Paso, Houston, San Diego, and Dallas AORs
- 3.4 Step 2b. Roll out ERO 2.0 to San Antonio AOR

TCO Procurement Strategy

- 3.5 Step 1: Assess 3-4 high-priority contracts
- 3.6 Step 2: Build Total Cost of Ownership model
- 3.7 Step 3: Build negotiation strategies and implement processes
- 3.8 Step 4: Assess OAQ and ERO organizational readiness

Talent Management Strategy

- 3.9 Step 1: Strategy development
- 3.10 Step 2: Strategy implementation

4. EVALUATION METHODS

The COR efforts will primarily be based on verification and monitoring of the Contractor's performance. For each deliverable outlined in Section 5, the COR will work with ERO Project Leadership to complete the "Quality Assurance Monitoring Form" (see Appendix A). This form provides a record of acceptable performance and ensures that McKinsey has met the stated objectives and/or performance standards, including cost, technical, and scheduling objectives. The COR and McKinsey's Contract Manager will retain a copy of all completed QA surveillance forms.

5. PERFORMANCE REQUIREMENT SUMMARY

The absence of any contract requirement from the PRS shall not detract from its enforceability or limit the rights or remedies of the government under any other provision of the contract.

DHS ICE ERO TRANSFORMATION TASK 3, TCO PROCUREMENT STRATEGY, AND TALENT MANAGEMENT PERFORMANCE REQUIREMENTS SUMMARY (PRS)

Work to be Performed / Source of Information	Performance Standards	Acceptable Quality Levels	Delivery Date	Methods of Surveillance
ERO Transformation Task 3				
Step 1a. Prepare for, execute, and incorporate lessons learned from the "alpha" field test in a single AOR (e.g., Detroit) and the HQ initiatives	Delivered within the stated timeframe Contain agreed-upon elements	100%	4/24/2017	100% Inspection – The ERO COR shall review using the Quality Assurance Monitoring Form
Step 1b. Test the detailed best practices, job aides, and training material developed during Step 1a, and refine these materials based on the experience of a	Delivered within the stated timeframe Contains agreed-upon elements	100%	6/19/2017	100% Inspection – The ERO COR shall review using the Quality Assurance Monitoring Form

Work to be Performed / Source of Information	Performance Standards	Acceptable Quality Levels	Delivery Date	Methods of Surveillance
"beta" test in two additional field sites				
Step 2a. Roll out ERO 2.0 to El Paso, Houston, San Diego, and Dallas AORs	Delivered within the stated timeframe Contain agreed-upon elements	100%	10/9/2017	100% Inspection – The ERO COR shall review using the Quality Assurance Monitoring Form
Step 2b. Roll out ERO 2.0 to San Antonio AOR	Delivered within the stated timeframe Contain agreed-upon elements	100%	10/9/2017	100% Inspection – The ERO COR shall review using the Quality Assurance Monitoring Form
TCO Procurement Strategy				
Step 1: Assess 3-4 high-priority contracts	Delivered within the stated timeframe Contain agreed-upon elements	100%	2/27/2017	100% Inspection – The ERO COR shall review using the Quality Assurance Monitoring Form
Step 2: Build Total Cost of Ownership model	Delivered within the stated timeframe Contain agreed-upon elements	100%	5/22/2017	100% Inspection – The ERO COR shall review using the Quality Assurance Monitoring Form
Step 3: Build negotiation strategies and implement processes	Delivered within the stated timeframe Contain agreed-upon elements	100%	5/22/2017	100% Inspection – The ERO COR shall review using the Quality Assurance Monitoring Form
Step 4: Assess OAQ and ERO organizational readiness	Delivered within the stated timeframe Contain agreed-upon elements	100%	5/22/2017	100% Inspection – The ERO COR shall review using the Quality Assurance Monitoring Form
Talent Management Strategy				
Step 1: Strategy development	Delivered within the stated timeframe Contain agreed upon elements	100%	3/13/2017	100% Inspection – The ERO COR shall review using the Quality Assurance Monitoring Form
Step 2: Strategy implementation	Delivered within the stated timeframe Contain agreed upon elements	100%	5/22/2017	100% Inspection – The ERO COR shall review using the Quality Assurance Monitoring Form

If the deliverable is unacceptable, McKinsey will be allowed two business weeks to redress any identified shortcomings in performance at no cost to ERO.

The COR will coordinate and communicate with the McKinsey Project Manager and Contract Manager to resolve issues and concerns regarding marginal or unacceptable performance. The COR

and Contractor shall jointly formulate tactical and long-term courses of action. Decisions regarding any changes to metrics, thresholds, or service levels will be clearly documented. Changes to service levels, procedures, and metrics will be incorporated as a contract modification when necessary.

APPENDIX A: QUALITY ASSURANCE MONITORING FORM

STEP: _____

SURVEILLANCE METHOD: 100% Inspection

LEVEL OF SURVEILLANCE: Per Step

ANALYSIS OF RESULTS:

Performance standard	Quality level
The deliverables and the related interactions between McKinsey and ERO personnel have been high quality and delivered within the timeframes outlined in the QASP.	<input type="checkbox"/> Meets Standards <input type="checkbox"/> Does not meet Standards

Comments: _____

PREPARED BY: _____ **DATE:** _____

From: (b)(6);(b)(7)(C)
Sent: 24 Sep 2018 18:56:52 +0000
To: (b)(6);(b)(7)(C)
Subject: FW: DSCS (Version 09JUL2018)
Attachments: IGSA DSCS (Version 09JUL2018).xlsx, ICEdedicated DSCS (09JUL2018).xlsx

Please distribute the attached Jail Cost Statements to your teams. I will save in our folders.

Thanks,

(b)(6);(b)(7)(C) **CPPB, CFCM**
Detention, Compliance and Removals (DCR) | Unit Chief
DHS | ICE | Office of Acquisition Management (OAQ)
Phone: 202-732-(b)(6);(b)(7)(C) Mobile: 202-345-(b)(6);(b)(7)(C)
Email: (b)(6);(b)(7)(C)

From: (b)(6);(b)(7)(C)
Sent: Monday, September 24, 2018 2:55 PM
To: (b)(6);(b)(7)(C)
Cc: (b)(6);(b)(7)(C)
Subject: DSCS (Version 09JUL2018)

(b)(6);(b)(7)(C)

Good afternoon,

Glad to have to back :-)

I would like to ask (at your convenience) to redistribute the two attached McKinsey DSCS to the field.

To this day, we are still receiving multiple versions of the cost statements from the vendors.

The two attached forms (dated 09JUL2018) are the latest versions that include additional rows as well as corrected links.

Thank you.

Standing by for any questions.

V/R

(b)(6);(b)(7)(C)

(b)(6);(b)(7)(C)
Operations Research Analyst
Immigration and Customs Enforcement
Enforcement and Removal Operations
E-mail: (b)(6);(b)(7)(C)

Office: 202-732-(b)(6);(b)(7)(C)
Cell: 202-308-(b)(6);(b)(7)(C)

From: (b)(6);(b)(7)(C)
Sent: 16 Oct 2017 16:19:04 -0400
To: (b)(6);(b)(7)(C)
Cc:
Subject: FW: 192118EROLESA0001 McKinsey Funding
Attachments: 192118EROLESA0001 (b)(4) pdf, ICE ERO-Phase 3 ERO 2.0 Step 3 and Step 4_Price (2).pdf, 2015_08_18_BWS Decision Memo_ERO Transformation Contract.pdf, ERO Transformation 2.0 - ICE BWAT.pdf, HSCECR-17-F-000003 BASE.pdf

(b)(6) Our funding request was sent to ERO Budget.
See below where (b)(6);(b) stated the work fits. Hope you agree, but if not that's ok you can add where you believe it is a better match.

Thank You

(b)(6);(b)(7)(C)
Office 202-732-4522
Cell 202-487-(b)(6);(

From: (b)(6);(b)(7)(C)
Sent: Monday, October 16, 2017 3:50 PM
To: (b)(6);(b)(7)(C)
Cc:
Subject: 192118EROLESA0001 McKinsey Funding

Good afternoon (b)(6);(b)(7)(C)

I am attaching the requisition for the additional funding request for McKinsey. I have also provided you the RFQ from McKinsey, and the base contract document with my highlights so that you can follow the logic I am using. Please let me know if you agree or have edits. It appears that the additional funding is requested for Transformation Task 3 which was the ERO 2.0 task orders on the base contract numbers 1001-1004. I have proposed this as CLIN 1005 on Task Order 3 with initial funding for 3a for the first of three steps. If we follow the incremental funding schedule by invoice, the Step 4 requirements will not be funding until the Dec-Jan time frame. Also attached are the BWS information that I have. I will be teleworking tomorrow, you can feel free to email me or call me on my cell. Thanks, Shirley

2.0 INVOICE SCHEDULE

McKinsey proposes the following invoice schedule for the services.

STEP 3	Invoice Period	Invoice Date	Invoice Amount
	October 16, 2017 – November 15, 2017	November 16, 2017	(b)(4)
	November 16, 2017 – December 15, 2017	December 16, 2017	

	December 16, 2017 – January 15, 2018	January 16, 2018	(b)(4)
STEP 4	Invoice Period	Invoice Date	Invoice Amount
	January 16, 2018 – February 15, 2018	February 16, 2018	(b)(4)
	February 16, 2018 – March 15, 2018	March 16, 2018	
	March 16, 2018 – April 15, 2018	April 16, 2018	

(b)(6);(b)(7)(C)

Management Program Analyst
Department of Homeland Security
U. S. Immigration and Customs Enforcement
Enforcement and Removal Operations (ERO)
Law Enforcement Systems and Analysis (LESA)
500 12th Street SW/Washington, DC 20536
Desk 202-732-3959/Cell 202-607-(b)(6)

(b)(6);(b)(7)(C)

REQUISITION — MATERIALS-SUPPLIES-EQUIPMENT

SEE INSTRUCTIONS ON REVERSE

1. NUMBER
192118EROLESA0001

2. DATE
16-OCT-2017

3. ACTIVITY SYMBOL
See Attachment A

4. TO: NAME AND ADDRESS -- PROCUREMENT SECTION (OR STOREROOM)
ICE/DETENTION COMPLIANCE & REMOVALS
IMMIGRATION AND CUSTOMS ENFORCEMENT
OFFICE OF ACQUISITION MANAGEMENT
801 I STREET, NW (b)(6);(b)(7)(C)
WASHINGTON, DC 20536

5. FROM: NAME AND ADDRESS -- REQUISITIONER
ICE-ERO-FHQ-LESA
(b)(6);(b)(7)(C)
202-732 (b)(6)
500 12TH ST SW MAIL STOP 5206
WASHINGTON, DC 20536
US

STOCK NUMBER	DESCRIPTION OF ARTICLE (MAKE, MODEL, TYPE, SIZE, COLOR, MFR., ETC)	QUANTITY	UNIT	COST		ACTION CODE
				UNIT PRICE	AMOUNT	
6	7	8	9	10	11	12

1005	INCREMENTAL FUNDING FOR ADDITIONAL TRANSFORMATION TASK 3 SERVICES. ESTABLISH TASK ORDER 1005 3A.	1	EA	(b)(4)		
------	---	---	----	--------	--	--

UNFUNDED
Subject to Availability of Funds

Justification:

ADDITIONAL FUNDING FOR GS-10F-0118S/HSCECR-17-F-00003, MCKINSEY CONTRACT. INCREMENTAL FUNDING TO ADD TRANSFORMATION TASK 3 STEP 3A. TASK ORDER POP 10/16/17-11/15/17. R799

Recommended Vendor:

562405213
MCKINSEY & COMPANY, INC. WASHI
1200 19TH ST NW
SUITE 1100
WASHINGTON, DC 20036-2412
Phone: (b)(6);

13. SIGNATURE OF APPROVING OFFICIAL	Date	14. TITLE OF APPROVING OFFICIAL	15. TOTAL	703,879 79
24. SIGNATURE OF FUNDING OFFICIAL	Date	25. TITLE OF FUNDING OFFICIAL MGMT & PROG ANAL		

16. KEY TO ACTION CODE				PROCUREMENT SECTION (OR STOREROOM)	
S	SUBSTITUTE ITEM	2	CANCELLED--NOT STOCKED	17. DATE RECEIVED	19. PURCHASE ORDER
B	BACK ORDERED	3	CANCELLED--NOT ABLE TO IDENTIFY		DATE
D	PURCHASED FOR DIRECT SHIPMENT	0	OTHER -- AS INDICATED	18. APPROVED	NUMBER
1	CANCELLED--STOCK EXHAUSTED				

I CERTIFY THAT THE ABOVE ARTICLES -- COLUMNS 3, 9 AND 12 - HAVE BEEN RECEIVED.

20. LOCATION	21. DATE	22. SIGNATURE	23. TITLE
--------------	----------	---------------	-----------

INSTRUCTIONS

Use

Use Form G-514 - continued on Form G-514.1 -- To requisition materials, supplies, and equipment through the Procurement section of the Regional (or Central) Office; or from a Service-operated Storeroom.

Copies - Distribution

Prepared by requisitioner in an original and two copies, sending original (white) and Copy 1 (pink) to: Procurement Section (or Storeroom), and retaining Copy 2 (green). Procurement Section (or Storeroom) shall, as a rule, pack Copy 1 with shipment, or return it to requisitioner with appropriate advice.

Entries

By requisitioner:

1. Number consecutively, beginning with number one each fiscal year, and prefix with alphabetic location symbol and last two digits of fiscal year (e.g., MIA-58-1, MIA-58-2, MIA-58-3, etc., MIA-59-1, MIA-59-2, MIA-59-3, etc.). Number continuation sheets with numerical suffix (e.g., MIA-58-1.1, MIA-58-1.2, MIA-58-1.3, etc.).
2. Enter date of preparation.
3. Enter numerical symbol of activity which will benefit from use of articles.
4. Enter name and address of Procurement section (or Storeroom) (e.g., Procurement Section, Immigration and Naturalization Service, Richmond, VA).
5. Enter full name, title, and address so that shipping label may be prepared without reference to address directory. If consignee is other than requisitioner, enter shipping instructions under Entry 7.
6. Enter form numbers; stock number shown in "Stores Stock Catalog" and "Federal Supply Schedules."
7. Enter full description of article; attach sketches, plans, samples, etc. If consignee is other than requisitioner, enter shipping instructions.
8. Enter issue - unit quantity.
9. Enter unit of issue (e.g., each, doz., C, gross, ream, M; lb., cwt, ton; bag, ball, bbl., bot., box, can, pkg., roll, tube; pt., qt., gal., etc.).
13. Signature of approving official.
14. Enter title of approving official.
24. Signature of funding official.
25. Enter title of funding official.

By Procurement Section (or Storeroom):

10. Enter unit price.
11. Enter product of Entries 8 and 10.
12. Enter symbol of action taken. See Entry 16.
15. Enter total of amounts under Entry 11.
17. Enter date requisition received.
18. Signature of approving officer.
19. Enter, if issued, date and number of purchase order.

By consignee:

20. Enter address - city and state.
21. Enter date shipment received.
22. Signature of employee authorized to accept delivery.
23. Enter title of receiving employee.

Form G-514

REQUISITION - MATERIALS-SUPPLIES-EQUIPMENT

Activity Symbols
ATTACHMENT A

REQUISITION NUMBER: 192118EROLESA0001

PROJECT	TASK	FUND PROGRAM	ORGANIZATION	OBJECT	UDF	AMOUNT
NONE000	TFM	E1	(b)(7)(E)	18-06-0100-50-00-00-00	GE-25-76-00 000000	\$703,879.79

UNFUNDED

Subject to Availability of Funds

APPROPRIATION SYMBOL CROSSWALK:

FUND	FY	TAS	TITLE	AMOUNT
E1				703,879.79



United States Department of Homeland Security (DHS)
Immigration and Customs Enforcement (ICE)
Enforcement and Removal Operations
Transformation Task 3, Steps 3-4

Request for Quote (RFQ)
Volume 2: Price Quote

Submitted: October 11, 2017

Submitted to:
**ICE / Detention Compliance &
Removals Immigration and Customs
Enforcement**

(b)(6);(b)(7)(C), **Contracting Officer**
801 I Street, NW, **(b)(6);(b)(7)(C)**
Washington, DC 20536

(b)(6);(b)(7)(C)

Submitted by:
**McKinsey & Company, Inc. Washington
D.C.**

(b)(6); (b)(7)(C) **Senior Partner**

1200 19th Street, NW, Suite 1100
Washington, DC 20036
www.mckinsey.com

This proposal is the property of McKinsey & Company, Inc. Washington D.C. ("McKinsey") and must not be disclosed outside the Government or be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate this proposal. If a contract is awarded to McKinsey as a result of, or in connection with, the submission of this proposal, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract and subject to the limitations of the Freedom of Information Act. This proposal contains confidential and proprietary information that is exempt from disclosure under Section (b)(4) of the Freedom of Information Act, 5 U.S.C. § 552 et seq. Accordingly, no portion of this proposal should be released without consulting McKinsey & Company. This proposal is contingent on the Parties reaching mutually agreeable terms and conditions and upon acceptance of any limitations described herein.

McKinsey & Company

October 11, 2017

Immigration and Customs Enforcement

(b)(6);(b)(7)(C) Contracting Officer

801 I Street, NW (b)(6);(b)(7)(C)

Washington, DC 20536

Subject: Request for Quote (RFQ) for Immigration and Customer Enforcement (ICE)
Enforcement and Removal Operations (ERO) Transformation Task 3, Steps 3-4

Dear (b)(6);(b)(7)(C)

Please find attached McKinsey & Company, Inc. Washington D.C.'s (McKinsey) response to ICE's request for response to ICE's request for support on Transformation Task 3, Steps 3-4. We look forward to the potential to continue our support and partnership with ICE on this critical transformation effort. By selecting McKinsey, ICE gains a partner who provides:

- A clear path to success that builds on the momentum of the ERO 2.0 transformation to deliver and sustain improvements to mission outcomes and employee morale
- Resources and expertise in the form of senior leadership and consultants, with decades of transformation experience, who will continue to spend real time on the ground working collaboratively with ICE and ERO leadership
- Unbiased, objective, confidential advice, with a focus on increasing ICE's capabilities

(b)(4)

If you have any questions about our proposal response, please not hesitate to contact me. I can be reached at 2 (b)(6);(b)(7)(C)

(b)(6);(b)(7)(C) For contractual questions, please contact (b)(6);(b)(7)(C)
(b)(6);(b)(7)(C) Contracts Manager at 21 (b)(6);(b)(7)(C)

Sincerely,

(b)(4)

Senior Partner

1.0 MCKINSEY PRICE

In accordance with the Request for Quote (RFQ) dated October 10, 2017, McKinsey & Company, Inc. Washington D.C. (McKinsey) is pleased to present our pricing for the following requested additional services and deliverables under our existing Contract No. GS-10F-0118S, Order No. HSCECR-17-F-00003. Our proposed pricing is in accordance with our GSA Professional Services Schedule (PSS) Contract No. GS-10F-0118S rates. For each distinct additional service requested, the proposed level of effort is commensurate with the requirements of the Statement of Objectives provided.

1.1 Transformation Task 3, STEPS 3-4

To calculate our Firm-Fixed Price for the additional Transformation Task 3 services, we estimated the

(b)(4)

Our leadership and support teams will scale up and down, as necessary, during performance of the engagement to complete the tasks and deliverables described in our technical approach.

McKinsey has developed its Firm Fixed Price for the additional Transformation Task 3 services with an estimated start date of October 16, 2017 and continuing for a period of (b)(4). While the proposed services are only estimated to require (b)(4) since McKinsey will not have a team deployed the last week of December, McKinsey proposes a task order period of (b)(4).

(b)(4)

Our proposed price is provided below (b)(4)

(b)(4)

(b)(4)

McKinsey&Company

DHS ICE - Extension										
Description	GSA Team	GSA Weekly Rate	% Discount	Discounted Weekly rate	Estimated Weeks	TOTAL LABOR (CLIN 0001)	Travel (6.6% of Labor)	% Discount	TOTAL TRAVEL (CLIN 0002)	TOTAL FIRM FIXED PRICE
STEPS 3 & 4										
Step 3	Team B	(b)(4)								
Step 4	Team A									
DISCOUNTS										
TOTAL										

2.0 INVOICE SCHEDULE

McKinsey proposes the following invoice schedule for the services.

STEP 3	Invoice Period	Invoice Date	Invoice Amount
	October 16, 2017 – November 15, 2017	November 16, 2017	(b)(4)
	November 16, 2017 – December 15, 2017	December 16, 2017	
	December 16, 2017 – January 15, 2018	January 16, 2018	
STEP 4	Invoice Period	Invoice Date	Invoice Amount
	January 16, 2018 – February 15, 2018	February 16, 2018	(b)(4)
	February 16, 2018 – March 15, 2018	March 16, 2018	
	March 16, 2018 – April 15, 2018	April 16, 2018	



U.S. Immigration
and Customs
Enforcement

AUG 18 2015

MEMORANDUM FOR: Thomas Homan
Executive Associate Director, ERO

Bill Weinberg
Director and Head of Contracting Activity (HCA)

FROM: (b)(6);(b)(7)(C) *8/18/15*
Executive Director, BWS Program Management Office

SUBJECT: Approval for New Work Request: ERO Transformation
Enforcement and Removal Operations (ERO)
Contract#: TBD/ Task Order#: TBD
Base Contract Value: \$2.4M/annually- 6 CME

The purpose of this memo is to communicate and establish accountability for a sourcing and implementation decision made by the Balanced Workforce Strategy (BWS) Program Management Office. This BWS Sourcing Decision relates to a New Work request, valued at \$2.4M/annually, ending on September 27, 2018. This contract is for six (6) CME's providing support for an assessment of the personnel, processes, technology, and infrastructure that support the ICE/ERO mission.

Based on a review of your request, the BWS analysis has determined the work can be performed through contracted services. The key aspects of this request that influenced this decision included the need for specialized services or subject matter expertise that is currently not in-house and the presence of appropriate federal oversight. It is the Program Office's responsibility to ensure that appropriate oversight remains in place.

The BWS Program Office review will be required if there is a significant cost increase or change in scope during the lifecycle of this contract. Please ensure your mission support staff and relevant program managers continue activities required to maintain future contract support, and allow adequate lead-time to accommodate applicable reviews.

Once this request has been awarded, please forward the obligation documentation (including the contract number and task order number), associated with this work.

If the Program Office does not concur with this sourcing decision, contact the BWS Program Office as soon as possible and submit a written appeal within ten (10) business days to the BWS Requisition Review Box (at (b)(6);(b)(7)(C)).



U.S. Immigration
and Customs
Enforcement

ICE BWS Balanced Workforce Assessment Tool (BWAT)
Decision Document

DATE:	12/29/2016	DESK OFFICER	(b)(6);(b)(7)(C)
ICE OFFICE	ERO	PROGRAM OFFICE	
SUB-OFFICE			
Contract Working Title	ERO Transformation 2.0	Task Order #	HSCECR-17-F-00003
Contract #	GS-10F-01185	CME Count	6
BWAT Tracking ID #	POdhiam_01052457	MCID #	2190
Annual Value	\$14,000,000.00	Total Value	\$14,000,000.00
Period of Performance	1/3/2017 - 10/09/2017		
Decision Justification	Need for specialized services or subject matter expertise that are currently not in-house		
Compliance Actions & Milestones	Approve for contracting		
Notes:	Please coordinate with BWS PMO prior to any significant modification to this work and before this work is recompeted.		
The BWAT Tools recommends a minimum % of Federal employees to mitigate the risk to the mission of the Department. Please indicate the answer that best describes your Component's sourcing decision.			
<input type="checkbox"/> 25 %	Recommended Minimum % of Federal Employees Performing the Function or Providing Oversight to the Function		
<input type="checkbox"/> 71 %	Current % Federal Employees Performing the Function or Providing Oversight to the Function		
	<input checked="" type="checkbox"/> Yes; the recommended % of Federal Employees will be met <input type="checkbox"/> No, the recommended % of Federal employees will not be met. Risk Mitigation Strategy will be provided to BWS and OAC no later than: <input type="text"/>		
A	<input checked="" type="checkbox"/> This requirement DOES NOT include Inherently Governmental Functions		
B	<input type="checkbox"/> This requirement DOES NOT include functions that are Closely Associated with Inherently Governmental Functions or; <input checked="" type="checkbox"/> This requirement DOES include functions that are Closely Associated with Inherently Governmental Functions. Special consideration has been given to use Federal Government employees		
C	<input checked="" type="checkbox"/> This requirement DOES NOT include unauthorized Personal Services either in the way the work statement is written or in the way the contract operates; or <input type="checkbox"/> This requirement DOES include authorized Personal Services pursuant to: <input type="text"/>		
D	<input type="checkbox"/> This requirement DOES NOT include Critical Functions; or <input checked="" type="checkbox"/> This requirement DOES include Critical Functions		
It is the Program Office's responsibility to ensure that appropriate oversight is in place. The BWS Program Office review will be required if there is a significant cost increase or change in scope during the lifecycle of this contract. Please ensure your mission support staff and relevant program managers continue activities required to maintain future contract support, and allow adequate lead-time to accommodate applicable reviews. If this work was reviewed prior to award, please forward the obligation documentation (including the contract number and task order number), associated with this work at the time of the award. If the Program Office does not concur with this sourcing decision, contact the BWS Program Office as soon as possible and submit a written appeal within ten (10) business days to the BWS Requisition Review Box at (b)(6);(b)(7)(C)			
PROGRAM OFFICE SIGNATURE		OAC ACKNOWLEDGEMENT OF COMPLETED BWS INTAKE FORM	
NAME:	(b)(6);(b)(7)(C)	NAME:	
TITLE:	COR	TITLE:	
SIGNATURE:	(b)(6);(b)(7)(C)	SIGNATURE:	
DATE:	2/17/17	DATE:	
OGC REVIEW TBD BY ICE BWS - Required: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		ICE BWS MANAGEMENT APPROVAL	
NAME:		NAME:	(b)(6);(b)(7)(C)
TITLE:		TITLE:	Director, Balanced Workforce Strategy Program Office (BWS)
SIGNATURE:		SIGNATURE:	(b)(6);(b)(7)(C)
DATE:		DATE:	2/14/17

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>				1. REQUISITION NUMBER See Schedule		PAGE OF 1 38		
2. CONTRACT NO. GS-10F-0118S			3. AWARD/ EFFECTIVE DATE		4. ORDER NUMBER HSCECR-17-F-00003		5. SOLICITATION NUMBER	
							6. SOLICITATION ISSUE DATE	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME (b)(6);(b)(7)(C)			b. TELEPHONE NUMBER (No collect calls) 202-732-(b)(6);(8. OFFER DUE DATE/LOCAL TIME	
9. ISSUED BY ICE/DCR				10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR:				
ICEDETENTION COMPLIANCE REMOVALS IMMIGRATION AND CUSTOMS ENFORCEMENT OFFICE OF ACQUISITION MANAGEMENT 801 I STREET NW (b)(6);(b)(7)(C) WASHINGTON DC 20536				<input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A)				
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS Net 30		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING		
						14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP		
15. DELIVER TO ICE ENFORCEMENT REMOVAL IMMIGRATION AND CUSTOMS ENFORCEMENT 801 I STREET NW (b)(6);(b)(7)(C) WASHINGTON DC 20536				16. ADMINISTERED BY ICE/DCR ICEDETENTION COMPLIANCE REMOVALS IMMIGRATION AND CUSTOMS ENFORCEMENT OFFICE OF ACQUISITION MANAGEMENT 801 I STREET NW (b)(6);(b)(7)(C) WASHINGTON DC 20536				
17a. CONTRACTOR/ OFFEROR		CODE 8252293180000		FACILITY CODE		18a. PAYMENT WILL BE MADE BY ICE-OCFO-OFM-DFC		
MCKINSEY COMPANY INC WASHINGTON DC 1200 19TH ST NW SUITE 1100 WASHINGTON DC 200362412				DHS ICE BURLINGTON FINANCE CENTER PO BOX 1620 ATTN ICE-OCFO-OFM-DFC WILLISTON VT 05495-1620				
TELEPHONE NO.				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM				
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER								
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT	
	DUNS Number: 825229318 COR: (b)(6);(b)(7)(C) (202) 732-(b)(6);(b)(7)(C) Alt. COR: (b)(6);(b)(7)(C) (202) 732-(b)(6);(b)(7)(C) Contracting Officer: (b)(6);(b)(7)(C) (202) 732-(b)(6);(b)(7)(C) Contract Specialist: (b)(6);(b)(7)(C) (202) (Use Reverse and/or Attach Additional Sheets as Necessary)							
25. ACCOUNTING AND APPROPRIATION DATA See schedule						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$1,608,792.49		
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA						<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED. <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.		
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.				<input type="checkbox"/> 29. AWARD OF CONTRACT: OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:				
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)				
30b. NAME AND TITLE OF SIGNER (Type or print)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or print)		31c. DATE SIGNED		
				(b)(6);(b)(7)(C)				

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
732-	(b)(6);(b)(7)(C)				
	<p>This order establishes the Task Order entitled, "Enforcement and Removal Operations Transformation 2.0" between Immigration and Customs Enforcement and McKinsey & Company, Inc. Washington DC, to provide integrated consulting services.</p> <p>Services shall be provided in accordance with the attached Performance Work Statement and Quality Assurance Surveillance Plan as well as the Vendor's technical quote dated December 2, 2016, which is hereby incorporated by reference. All prices are in accordance with the Vendor's updated price quote dated December 12, 2016.</p> <p>This order is placed against the Vendor's GSA Schedule Contract # GS-10F-0118S and is subject to the terms and conditions of the GSA Schedule contract and the terms and conditions attached to this order.</p> <p>Exempt Action: N</p> <p>Period of Performance: 01/03/2017 to 10/09/2017</p>				
1001	<p>Transformation Task 3</p> <p>Step 1a: Test and refine the Task 2 recommendations in one 'alpha' pilot site</p> <p>Fully Funded Obligation Amount: (b)(4)</p> <p>Continued ...</p>				3,017,439.00

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY		
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY (Print)		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		42b. RECEIVED AT (Location)		
		42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
GS-10F-0118S/HSCECR-17-F-00003PAGE OF
3 38

NAME OF OFFEROR OR CONTRACTOR

MCKINSEY COMPANY INC WASHINGTON DC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Incrementally Funded Amount: (b)(4) Requisition No: 192117EROLESA0006 Delivery: 1 Days After Notice to Proceed Accounting Info: (b)(7)(E) Funded: (b)(4)				
1002	Transformation Task 3 Step 1b: Test and refine the Task 2 recommendations in two 'beta' pilot sites Amount: (b)(4) (Option Line Item) 04/24/2017 Fully Funded Obligation Amount: (b)(4) Product/Service Code: R799 Product/Service Description: SUPPORT- MANAGEMENT: OTHER Accounting Info: Funded: (b)(4)				0.00
1003	Transformation Task 3 Step 2a: Support wave implementation and build capabilities in 4 Wave 1 sites Amount: (b)(4) (Option Line Item) 06/19/2017 Fully Funded Obligation Amount: (b)(4) Product/Service Code: R799 Product/Service Description: SUPPORT- MANAGEMENT: OTHER Accounting Info: Funded: (b)(4)				0.00
1004	Transformation Task 3 Step 2b: Support wave implementation and build capabilities in additional 1 Wave 1 site (San Antonio) Amount: (b)(4) (Option Line Item) 08/14/2017 Fully Funded Obligation Amount: (b)(4) Product/Service Code: R799 Product/Service Description: SUPPORT- MANAGEMENT: OTHER Continued ...				0.00

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
GS-10F-0118S/HSCECR-17-F-00003PAGE OF
4 38

NAME OF OFFEROR OR CONTRACTOR

MCKINSEY COMPANY INC WASHINGTON DC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
2001	Accounting Info: Funded: (b)(4) Total Cost of Ownership Procurement Strategy Step 1 Fully Funded Obligation Amount: (b)(4) Incrementally Funded Amount: (b)(4) Requisition No: 192117EROLESA0007 Delivery: 1 Days After Notice to Proceed Accounting Info: (b)(7)(E) Funded: (b)(4)				628,633.00
2002	Total Cost of Ownership Procurement Strategy Steps 2-4 Amount: (b)(4) (Option Line Item) 02/23/2017 Fully Funded Obligation Amount: (b)(4) Product/Service Code: R799 Product/Service Description: SUPPORT- MANAGEMENT: OTHER Accounting Info: Funded: (b)(4)				0.00
3001	Talent Management Strategy Step 1: Strategy Development Fully Funded Obligation Amount: (b)(4) Incrementally Funded Amount: (b)(4) Requisition No: 192117EROLESA0005 Delivery: 30 Days After Award Accounting Info: (b)(7)(E) Funded: (b)(4)				1,309,955.00
3002	Talent Management Strategy Step 2: Strategy Implementation Amount: (b)(4) (Option Line Item) 03/06/2017 Fully Funded Obligation Amount: (b)(4) Product/Service Code: R799 Continued ...				0.00

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
GS-10F-0118S/HSCECR-17-F-00003PAGE OF
5 38

NAME OF OFFEROR OR CONTRACTOR

MCKINSEY COMPANY INC WASHINGTON DC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Product/Service Description: SUPPORT- MANAGEMENT: OTHER</p> <p>Accounting Info: Funded: (b)(4) INVOICE PAYMENT:</p> <p>INVOICES MAY NOT BE SUBMITTED IN ADVANCE AND PARTIAL INVOICES WILL NOT BE ACCEPTED. PLEASE ENSURE THE FOLLOWING INSTRUCTIONS ARE FOLLOWED TO AVOID PAYMENT DELAYS DUE TO REJECTED INVOICES.</p> <p>The Burlington Finance Center now handles both payment submission and payment processing. The BFC customer support number for payment inquiries is: 1-866-233-1915, Option # 3</p> <p>Contractors please use these procedures when you submit an invoice for all acquisitions emanating from ICE/OAQ and pertain to all invoices submitted.</p> <p>1. Invoices shall now be submitted via one of the following three methods:</p> <p>a. By mail: DHS,ICE, Burlington Finance Center P.O. Box 1620 Attn: ICE/ERO/FHQ/RMD Willinston, VT 05495-1620</p> <p>or</p> <p>b. By facsimile (fax) at: 802-288-(b)(6), (include a cover sheet with point of contact & # of pages)</p> <p>c. By e-mail at: Invoice.Consolidation@dhs.gov Invoices submitted by other than these three methods will be returned.</p> <p>The Burlington Finance Center (BFC) handles both payment submission and payment processing. The BFC customer support number for payment inquiries is: 1-866-233-1915, Option # 3.</p> <p>1. Contractor Taxpayer Identification Number (TIN) must be registered in the Central Contractor Registration (http://www.ccr.gov) Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
GS-10F-0118S/HSCECR-17-F-00003PAGE OF
6 38

NAME OF OFFEROR OR CONTRACTOR

MCKINSEY COMPANY INC WASHINGTON DC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>prior to award and shall be notated on every invoice submitted to ICE/OAQ to ensure prompt payment provisions are met. The ICE program office identified in the delivery order/contract shall also be notated on every invoice.</p> <p>2. In accordance with Contract Clauses, FAR 52.212-4 (g)(1), Contract Terms and Conditions, Commercial Items, the information required with each invoice submission is as follows:</p> <p>An invoice must include:</p> <p>(i) Name and address of the Contractor;</p> <p>(ii) Invoice date and number;</p> <p>(iii) Contract number, CONTRACT LINE ITEM NUMBER (CLIN) and, if applicable, the order number;</p> <p>(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;</p> <p>(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;</p> <p>(vi) Terms of any discount for prompt payment offered;</p> <p>(vii) Name and address of official to whom payment is to be sent;</p> <p>(viii) Name, title, and phone number of person to notify in event of defective invoice; and</p> <p>(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract. (See paragraph 1 above.)</p> <p>(x) Electronic funds transfer (EFT) banking information.</p> <p>(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.</p> <p>(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer; Central Contractor Registration by Electronic Funds Transfer; Other Than Central Contractor Registration), or applicable agency procedures.</p> <p>(C) EFT banking information is not required if Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
GS-10F-0118S/HSCECR-17-F-00003PAGE OF
7 38

NAME OF OFFEROR OR CONTRACTOR

MCKINSEY COMPANY INC WASHINGTON DC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>the Government waived the requirement to pay by EFT.</p> <p>Invoices without the above information may be returned for resubmission.</p> <p>Receiving Officer/COTR/Program Office POC: Each Program Office is responsible for acceptance and receipt of goods and/or services. Upon receipt of goods/services, complete the applicable FFMS reports or BFC will not process the payment.</p> <p>The total amount of award: (b)(4). The obligation for this award is shown in box 26.</p>				

From: (b)(6);(b)(7)(C)
Sent: 29 Nov 2017 09:52:13 -0500
To: (b)(6);(b)(7)(C)
Subject: FW: 192118EROLESA0008
Attachments: 05.03_HSCECR-16-F-00004_P00006.pdf,
05.04_P00006_192118EROLESA0008.pdf

(b)(6) here is the mod to deobligate funds from the '16 McKinsey order. The deob amounts match up with the FM reports I ran so it should be good to go. Let me know and I'll get it to (b)(6);(b)(7)(C) for review.

Just as an aside, the \$25k that we obligated to exercise the current option period back in March is still sitting in FFMS and hasn't been invoiced for yet. That is why I asked (b)(6);(b)(7)(C) if they planned on adding funds or exercising the option (below). I'm just not sure what their plan is for this order.

From: (b)(6);(b)(7)(C)
Sent: Wednesday, November 29, 2017 9:10 AM
To: (b)(6);(b)(7)(C)
Cc: (b)(6);(b)(7)(C)
Subject: RE: 192118EROLESA0008

(b)(6);(b)(7)(C)

We are still waiting guidance from the front office on the funding for the remainder of this task order. We will reach out to budget and see if there are any updates. Thanks, (b)(6);(b)(7)(C)

From: (b)(6);(b)(7)(C)
Sent: Wednesday, November 29, 2017 9:05 AM
To: (b)(6);(b)(7)(C)
Subject: 192118EROLESA0008

Good morning (b)(6);(b)(7)(C), I'm processing your requisition to deob some funds from the '16 McKinsey order HSCECR-16-F-00004. I expect to get this out to them for signature today. Just for our planning purposes, do you know if you'll plan on adding funds to this order and/or exercising the next option period?

(b)(6);(b)(7)(C)

Contract Specialist
Detention, Compliance, and Removal
DHS/ICE/OAQ
202-732-(b)(6);(b)(7)(C)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. P00006		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO.	
6. ISSUED BY ICE/DCR		7. ADMINISTERED BY (If other than Item 6)		5. PROJECT NO. (If applicable)	
ICEDETENTION COMPLIANCE REMOVALS IMMIGRATION AND CUSTOMS ENFORCEMENT OFFICE OF ACQUISITION MANAGEMENT 801 I STREET NW (b)(6);(b)(7)(C) WASHINGTON DC 20536					
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) MCKINSEY COMPANY INC WASHINGTON DC ATTN (b)(6);(b)(7)(C) 1200 19TH ST NW SUITE 1100 WASHINGTON DC 20036		(x)		9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
		x		10A. MODIFICATION OF CONTRACT/ORDER NO. GS-10F-0118S HSCECR-16-F-00004	
				10B. DATED (SEE ITEM 13) 03/14/2016	
CODE 8252293180000		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule		Net Decrease:		-\$184,433.03	
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).				
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
X	D. OTHER (Specify type of modification and authority) Deobligation of funds				
E. IMPORTANT: Contractor <input type="checkbox"/> is not. <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)					
DUNS Number: 825229318					
COR: (b)(6);(b)(7)(C) (202) 732-(b)(6);(b)(7)(C)					
Alt. COR: (b)(6);(b)(7)(C) (202) 732-(b)(6);(b)(7)(C)					
Contracting Officer: (b)(6);(b)(7)(C) (202) 732-(b)(6);(b)(7)(C)					
The purpose of this modification is to deobligate funds from CLINs 1001 and 1002 in the amount of (b)(4)					
All other terms and conditions remain unchanged.					
Continued ...					
Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6);(b)(7)(C)			
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)		16C. DATE SIGNED	

REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
GS-10F-0118S/HSCECR-16-F-00004/P00006	2	2

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Exempt Action: N Sensitive Award: NONE</p> <p>Delivery: 30 Days After Award</p> <p>Discount Terms:</p> <p style="padding-left: 40px;">Net 30</p> <p>Delivery Location Code: ICE/ERO</p> <p>ICE ENFORCEMENT REMOVAL</p> <p>IMMIGRATION AND CUSTOMS ENFORCEMENT</p> <p>801 I STREET NW</p> <p>(b)(6);(b)(7)(C)</p> <p>WASHINGTON DC 20536</p> <p>Accounting Info:</p> <p>(b)(7)(E)</p> <p>FOB: Destination</p> <p>Period of Performance: 03/21/2016 to 03/20/2018</p> <p>Change Item 10001 to read as follows(amount shown is the total amount):</p>				
10001	<p>BASE PERIOD CHANGE MANAGEMENT SERVICES</p> <p>Change Item 10002 to read as follows(amount shown is the total amount):</p>				3,517,031.57
10002	<p>BASE PERIOD TRAVEL</p>				48,614.97

REQUISITION — MATERIALS-SUPPLIES-EQUIPMENT

SEE INSTRUCTIONS ON REVERSE

1. NUMBER
192118EROLESA0008

2. DATE
14-NOV-2017

3. ACTIVITY SYMBOL
See Attachment A

4. TO: NAME AND ADDRESS -- PROCUREMENT SECTION (OR STOREROOM)
ICE/DETENTION COMPLIANCE & REMOVALS
IMMIGRATION AND CUSTOMS ENFORCEMENT
OFFICE OF ACQUISITION MANAGEMENT
801 I STREET, NW (b)(6);(b)(7)(C)
WASHINGTON, DC 20536

5. FROM: NAME AND ADDRESS -- REQUISITIONER
ICE-ERO-FHQ-LESA
(b)(6);(b)(7)(C)
202-732- (b)(6)
500 12TH ST SW MAIL STOP 5206
WASHINGTON, DC 20536
US

STOCK NUMBER	DESCRIPTION OF ARTICLE (MAKE, MODEL, TYPE, SIZE, COLOR, MFG., ETC)	QUANTITY	UNIT	COST		ACTION CODE
				UNIT PRICE	AMOUNT	
6	7	8	9	10	11	12
10001	DE-OBLIGATE FUNDING FROM ITEM 1 MDL 1 IN THE AMOUNT OF (b)(4) FROM FUNDING STRING NONE000-000 BA-31-59-00-000 18-06-0800-10-00-00-00-00 GE-25-37-00. FUNDING STRING CLOSED.	1	EA		(b)(4)	
10002	DE-OBLIGATE FUNDING FROM ITEM 4 MDL 1 IN THE AMOUNT OF (b)(4) FROM FUNDING STRING NONE000-000 BA-31-59-00-000 18-06-0800-10-00-00-00-00 GE-25-37-00. FUNDING STRING CLOSED.	1	EA			

Justification:

DE-OBLIGATE FUNDS FROM GS-10F-0118S/HSCECR-16-F-00004 MCKINSEY CONTRACT IN THE AMOUNT OF (b)(4) R799

Recommended Vendor: 562405213
MCKINSEY & COMPANY, INC. WASHI
1200 19TH ST NW
SUITE 1100
WASHINGTON, DC 20036-2412
Phone: (b)(6);(b)(7)(C)

13. SIGNATURE OF APPROVING OFFICIAL (b)(6);(b)(7)(C)	Date 14-NOV-2017	14. TITLE OF APPROVING OFFICIAL SUPVY MGMT & PROG ANAL	15. TOTAL 0 00
24. SIGNATURE OF FUNDING OFFICIAL (b)(6);(b)(7)(C)	Date 14-NOV-2017	25. TITLE OF FUNDING OFFICIAL MGMT & PROG ANAL	

16. KEY TO ACTION CODE

S	SUBSTITUTE ITEM	2	CANCELLED--NOT STOCKED
B	BACK ORDERED	3	CANCELLED--NOT ABLE TO IDENTIFY
D	PURCHASED FOR DIRECT SHIPMENT	0	OTHER -- AS INDICATED
1	CANCELLED--STOCK EXHAUSTED		

PROCUREMENT SECTION (OR STOREROOM)

17. DATE RECEIVED	19. PURCHASE ORDER
	DATE NUMBER
18. APPROVED	

I CERTIFY THAT THE ABOVE ARTICLES -- COLUMNS 3, 9 AND 12 - HAVE BEEN RECEIVED.

20. LOCATION	21. DATE	22. SIGNATURE	23. TITLE
--------------	----------	---------------	-----------

INSTRUCTIONS

Use

Use Form G-514 - continued on Form G-514.1 -- To requisition materials, supplies, and equipment through the Procurement section of the Regional (or Central) Office; or from a Service-operated Storeroom.

Copies - Distribution

Prepared by requisitioner in an original and two copies, sending original (white) and Copy 1 (pink) to: Procurement Section (or Storeroom), and retaining Copy 2 (green). Procurement Section (or Storeroom) shall, as a rule, pack Copy 1 with shipment, or return it to requisitioner with appropriate advice.

Entries

By requisitioner:

1. Number consecutively, beginning with number one each fiscal year, and prefix with alphabetic location symbol and last two digits of fiscal year (e.g., MIA-58-1, MIA-58-2, MIA-58-3, etc., MIA-59-1, MIA-59-2, MIA-59-3, etc.). Number continuation sheets with numerical suffix (e.g., MIA-58-1.1, MIA-58-1.2, MIA-58-1.3, etc).
2. Enter date of preparation.
3. Enter numerical symbol of activity which will benefit from use of articles.
4. Enter name and address of Procurement section (or Storeroom) (e.g., Procurement Section, Immigration and Naturalization Service, Richmond, VA).
5. Enter full name, title, and address so that shipping label may be prepared without reference to address directory. If consignee is other than requisitioner, enter shipping instructions under Entry 7.
6. Enter form numbers; stock number shown in "Stores Stock Catalog" and "Federal Supply Schedules."
7. Enter full description of article; attach sketches, plans, samples, etc. If consignee is other than requisitioner, enter shipping instructions.
8. Enter issue - unit quantity.
9. Enter unit of issue (e.g., each, doz., C, gross, ream, M; lb., cwt, ton; bag, ball, bbl., bot., box, can, pkg., roll, tube; pt., qt., gal., etc.)
13. Signature of approving official.
14. Enter title of approving official.
24. Signature of funding official.
25. Enter title of funding official.

By Procurement Section (or Storeroom):

10. Enter unit price.
11. Enter product of Entries 8 and 10.
12. Enter symbol of action taken. See Entry 16.
15. Enter total of amounts under Entry 11.
17. Enter date requisition received.
18. Signature of approving officer.
19. Enter, if issued, date and number of purchase order.

By consignee:

20. Enter address - city and state.
21. Enter date shipment received.
22. Signature of employee authorized to accept delivery.
23. Enter title of receiving employee.

Form G-514

REQUISITION - MATERIALS-SUPPLIES-EQUIPMENT

Activity Symbols
ATTACHMENT A

REQUISITION NUMBER: 192118EROLESA0008

PROJECT	TASK	FUND PROGRAM	ORGANIZATION	OBJECT	UDF	AMOUNT
NONE000	TFM	E1 31-59-00-000	(b)(7)(E)	GE-25-76-00	000000	\$0.00
NONE000	TFM	E1 31-59-00-000		GE-25-76-00	000000	\$0.00

APPROPRIATION SYMBOL CROSSWALK:

FUND	FY	TAS	TITLE	AMOUNT
E1	2018	7080540		.00

From: (b)(6);(b)(7)(C)
Sent: 29 Aug 2017 08:53:57 -0400
To: (b)(6);(b)(7)(C)
Subject: FW: analyzing new vendor response

Good morning (b)(6);(b)(7)(C)

Hope your week is off to a good start. Would you happen to have access to AGS' proposal from the current contract? (b)(6);(b)(7)(C) has asked to see it to support his review of the payroll data and I don't seem to have the file.

Thank you,

(b)(6);(b)(7)(C)

(b)(6);(b)(7)(C)

McKinsey & Company | Senior Implementation Coach
San Francisco, CA | (b)(6);(b)(7)(C)

From: (b)(6);(b)(7)(C)
Sent: Tuesday, August 29, 2017 6:50 AM
To: (b)(6);(b)(7)(C)
Cc: (b)(6);(b)(7)(C)
Subject: RE: analyzing new vendor response

(b)(6);(b)(7)(C) – can you forward me the proposal supporting the current prices that it submitted several years ago? Thanks

From: (b)(6);(b)(7)(C)
Sent: Tuesday, August 29, 2017 2:56 AM
To: (b)(6);(b)(7)(C)
Cc: (b)(6);(b)(7)(C)
Subject: RE: analyzing new vendor response

Hi (b)(6);(b)(7)(C)

Attached is the payroll data for AGS – sorry for not getting this to you earlier. There are two files – the first, “AGS Funding invoicing” shows the outlay and budgeting of funds for the AGS Krome contract for 2014-2017 (to date). The dates don't align with fiscal or calendar year, so I assume they are related to contract PoP. The second file, “Krome Invoice...” provides a detailed breakdown of line item costs from April 2016 – March 2017 and a comparative analysis of the spend total vs. most recent AGS bid. The spend totals don't match perfectly, though they are within 2%.

Happy to walk you through any of this, as there is quite a bit going on between the two files.

(b)(6);(b)(7)(C)

(b)(6);(b)(7)(C)

McKinsey & Company | Senior Implementation Coach

From: (b)(6);(b)(7)(C)

Sent: Monday, August 28, 2017 8:01 AM

(b)(6);(b)(7)(C)

Subject: RE: analyzing new vendor response

Welcome (b)(6);(b)(7)(C)

Can someone send me the payroll information? Thanks

From: (b)(6);(b)(7)(C)

Sent: Wednesday, August 23, 2017 10:13 AM

(b)(6);(b)(7)(C)

Subject: analyzing new vendor response

G'morning! I wanted to introduce you to (b)(6);(b)(7)(C) who has joined the team to take over for (b)(6);(b)(7)(C) can still be looped in where we have any questions or continuity issues, but won't be full-time on this team any longer.

I know there's been some more back and forth with the vendor, and we've been looking through the payroll data AGS provided and the most recent analysis (b)(6);(b)(7)(C) did. I'd love to make a plan to regroup. As I understand it right now, there are a few things we need to do to close:

1. Review the payroll data for comparison to the rate buildup they provided in the optimals submission – (b)(6);(b)(7)(C) would you have time to help take a look here? (b)(6);(b)(7)(C) and I are happy to talk through at any point.
2. Fully understand the CLIN changes from past invoices to current proposal – (b)(6);(b)(7)(C) I imagine you're the expert here – could you and (b)(6);(b)(7)(C) touch base on the comparison (b)(6);(b)(7)(C) sent last week? I'm unclear why they say the difference is (b)(4) and according to our invoices it looks like closer to (b)(4) I suspect it's a combination of not accounting for anticipated on-going use of CLIN 7 and an escalation in the option year rate, but it's definitely something we need to be clear on.
3. Estimate full value from dynamic staffing – (b)(6);(b)(7)(C) you're obviously our guru on staffing changes – (b)(6);(b)(7)(C) was going to take a pass at costing out the shift study you did, but may have a few questions. We're effectively just trying to look at the total staff that suggests and match to the current AGS proposal and costs. Is there anything he should know in doing that work?
4. Finalize staffing changes – (b)(6);(b)(7)(C) I know you raised the 'all or nothing' points AGS made. Can you and I talk to make sure we have a sense of how that shakes out and where their objections could be? Want to get ahead of that as we finalize the above, and also make sure other changes like guardmount are on their radar.

If we can make sure we're clear on the above, and it's really a staffing change conversation, then we may be able to close without another in person meeting. Am I missing anything else on steps to close, or are there any changes to the above?

Would there be a good time Thursday or Friday to talk as a group?

Many thanks!

(b)(6);(b)(7)(C)

McKinsey & Company | c: (b)(6); (b)(7)(C) e:
(b)(6);(b)(7)(C)

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From: (b)(6);(b)(7)(C)
Sent: 1 Jun 2017 15:32:08 -0400
To: (b)(6);(b)(7)(C)
Subject: FW: Email 1 of 4: HSCEDM-14-D-00002_HSCEDM-14-J-00017 Notice of Update to CBAs and REA
Attachments: CBA Update HSCEDM-14-D-00002_HSCEDM-14-J-00017.pdf, HSCEDM-14-D-00002_HSCEDM-14-J-00017 - Updated Pricing By CLIN 31_March_2015.xlsx, HSCEDM-14-D-00002 CBA Differences Effective May 2015.xlsx, IBT Local 769 -AGS Krome cba - 3-1-15 to 2-28-18.pdf, NUSOG Detention Officers CBA expiring 6-30-17.pdf, NUSOG Supervisors CBA expiring 6-30-17.pdf

From: (b)(6);(b)(7)(C)
Sent: Wednesday, May 10, 2017 10:10 AM
To: (b)(6);(b)(7)(C)
Subject: FW: Email 1 of 4: HSCEDM-14-D-00002_HSCEDM-14-J-00017 Notice of Update to CBAs and REA

(b)(6);(b)(7)(C)
Mgmt & Prg Analyst (COR)
Miami Field Office
DHS/ICE/ERO
O: (305) 207-(b)(6);(b)(7)(C)
C: (305) 796-(b)(6);(b)(7)(C)

From: (b)(6);(b)(7)(C)
Sent: Tuesday, March 31, 2015 4:41 PM
To: (b)(6);(b)(7)(C)
Cc: (b)(6);(b)(7)(C)
Subject: Email 1 of 4: HSCEDM-14-D-00002_HSCEDM-14-J-00017 Notice of Update to CBAs and REA

Dear (b)(6);(b)(7)(C);

As discussed, the attached is a request to incorporate the subject solicitation updates to the applicable CBAs; and Request for Equitable Adjustment to begin with the new option year 1, IAW FAR 52.222-43.

The Option Year 1 increase is 2.1%; or (b)(4). This adjustment represents a significant savings to ICE over what had been previously negotiated with these unions by the former contractor.

As a small business, we are hopeful that these changes will be incorporated by the start of the option year, May 1, 2015.

I am available at your convenience to discuss.

V/r

(b)(6);(b)(7)(C)

(b)(6);(b)(7)(C) | President

Akima Global Services, LLC | 13873 Park Center Road, Suite 400N, Herndon, VA 20171

Office: (b)(6); (b)(7)(C)

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in error, please notify us immediately and then delete it. Please do not
copy it, disclose its contents or use it for any purpose.

+=====



(b)(6); (b)(7)(C)

General Manager
Akima Global Services, LLC (AGS)
13873 Park Center Road, Suite 400N
Herndon, Virginia 20171

Date: March 31, 2015

Immigration and Customs Enforcement
Office of Acquisition Management
Detention Management Division

Attn: (b)(6);(b)(7)(C)

801 I Street NW, (b)(6);(b)(7)(C)
Washington, DC 20536

Via email submission to (b)(6);(b)(7)(C)

Subject: Notice of Update to Collective Bargaining Agreements and Requested
Contract Price Adjustment Prior to Beginning of Renewal Option Period

References: Contract/Order Number: HSCEDM-14-D-00002/HSCEDM-14-J-00017
Krome Detention, Transportation, and Food Services

FAR 52.222-43 Fair Labor Standards Act and Service Contract Act –
Price Adjustment (Multiple Year and Option Contracts)

Collective Bargaining Agreements with International Brotherhood of
Teamsters; and with National Union of Security Officers and Guards

Dear (b)(6);
(b)(7)(C)

The purpose of this letter is to provide Akima Global Services, LLC (AGS) Request for Equitable Adjustment (REA) regarding the Collective Bargaining Agreements (CBA) between AGS and National Union of Security Officers and Guards (NUSOG); and between AGS and International Brotherhood of Teamsters (Teamsters) for its above referenced contract at the Krome Service Processing Center in Miami, FL.

As awarded, AGS' contract included several CBAs. The referenced CBAs expired, and the updated CBAs were recently finalized. The updated Teamsters CBA incorporates changes to wages, retirement plan, health care plan, and shoe allowance; the NUSOG agreements incorporate changes for wages, health care, and retirement. In accordance with FAR 52.222-43, AGS is providing contractual notice and requesting incorporation of the new CBAs into our contract.

A summary of the CBA changes and each of the new agreements are attached to this correspondence. The average annual increase over the life of each agreement is less than 2.5%, which is significantly less than the previous contractor's agreement that averaged nearly 5% per year.

Also IAW FAR 52.222-43, AGS is submitting updated pricing to be incorporated into our contract at the beginning of the renewal option period, May 1, 2015. We've included a summary of the updated pricing compared against the current year's pricing. The changes in our price are only to the changed elements on the CBAs, social security and unemployment taxes, and workers'



compensation insurance. Furthermore, we are prepared to provide any detail necessary of our pricing upon your request.

As a small business it will be difficult for us to absorb the increased cost, so we are requesting that the price changes be incorporated into the contract at the start of the option period, May 1, 2015. The total impact of this adjustment for the option period is an increase of (b)(4) and represents a significant savings for ICE over the prior contractor's CBA.

I am available at your convenience for any questions or clarifications regarding this notice.

Very respectfully,

(b)(6); (b)(7)(C)

President
Akima Global Services, LLC

CC:

(b)(6);(b)(7)(C)

Attachments:

Summary of CBA Changes

Updated Pricing by CLIN

CBA – Teamsters Local Union No. 769

CBA – National Union of Security Officers and Guards (Detention Officers)

CBA – National Union of Security Officers and Guards (Supervisors)

HSCEDM-14-D-00002/HSCEDM-14-J-00017 - Option Year Pricing

CLIN	Quantity	Unit	Unit Price	Amount
CLIN 1002	(b)(4)	DA	(b)(4)	
CLIN 1003		DA		
CLIN 1004A		MI		
CLIN 1005A		HR		
CLIN 1005B		HR		
CLIN 1006		LT		
CLIN 1007		HR		
CLIN 1008		LT		
CLIN 1009		HR		
CLIN 1010		LT		
CLIN 1011		MO		
CLIN 1012		MO		
SUBTOTAL				
CLIN 2002	(b)(4)	DA	(b)(4)	
CLIN 2003		DA		
CLIN 2004A		MI		
CLIN 2005A		HR		
CLIN 2005B		HR		
CLIN 2006		LT		
CLIN 2007		HR		
CLIN 2008		LT		
CLIN 2009		HR		
CLIN 2010		LT		
CLIN 2011		MO		
CLIN 2012		MO		
SUBTOTAL				
CLIN 3002	(b)(4)	DA	(b)(4)	
CLIN 3003		DA		
CLIN 3004A		MI		
CLIN 3005A		HR		
CLIN 3005B		HR		
CLIN 3006		LT		
CLIN 3007		HR		
CLIN 3008		LT		
CLIN 3009		HR		
CLIN 3010		LT		
CLIN 3011		MO		
CLIN 3012		MO		
SUBTOTAL				

New Krome NUSOG Agreement - Effective May 1 2015

Guards								
Rate/Allowance	Previous Agreement (Used for pricing Base Year)	Negotiated Agreement Option Yr 1 (May 2015)	Difference Between Previous and OY 1	Negotiated Agreement Option Yr 2 (May 2016)	Difference Between OY1 and OY 2	Negotiated Agreement Option Yr 3 (May 2017)	Difference Between OY2 and OY 3	Average Over Life of Agreement
Hourly Wage Rate	(b)(4)							
Uniform Allowance Hourly								
Health & Welfare Hourly								
Pension/401(k) Hourly								
Total								
Supervisors								
Rate/Allowance	Previous Agreement (Used for pricing Base Year)	Negotiated Agreement Option Yr 1 (May 2015)	Difference Between Previous and OY 1	Negotiated Agreement Option Yr 2 (May 2016)	Difference Between OY1 and OY 2	Negotiated Agreement Option Yr 3 (May 2017)	Difference Between OY2 and OY 3	Average Over Life of Agreement
Hourly Wage Rate	(b)(4)							
Uniform Allowance Hourly								
Health & Welfare Hourly								
Pension/401(k) Hourly								
Total								
Captains								
Rate/Allowance	Previous Agreement (Used for pricing Base Year)	Negotiated Agreement Option Yr 1 (May 2015)	Difference Between Previous and OY 1	Negotiated Agreement Option Yr 2 (May 2016)	Difference Between OY1 and OY 2	Negotiated Agreement Option Yr 3 (May 2017)	Difference Between OY2 and OY 3	Average Over Life of Agreement
Hourly Wage Rate	(b)(4)							
Uniform Allowance Hourly								
Health & Welfare Hourly								
Pension/401(k) Hourly								
Total								

Important Notes:

Previous agreement provided for a 6% wage increase per year. We were able to negotiate that down by 50% to 3% per year.

Previous agreement provided (b)(4) per hour for Health and Welfare, we were able to negotiate that down by (b)(4) per hour

OY1 wage increase was negotiated higher because they did not receive a raise in 2014.

Pension increase stayed under 4% - previous agreement pension annual increase was above 4%

Total average year over year increase is less than 2.5%; previous agreement was nearly 5%

OLD AGREEMENT - NUSOG - Krome SPC - Miami, FL (Effective August 1, 2011 through July 31, 2014)

Guards						
Rate/Allowance	2011	2012	Difference Between 2011 and 2012	2013	Difference Between 2012 and 2013	Average Over Life of Agreement
Hourly Wage Rate	(b)(4)					
Uniform Allowance Hourly						
Health & Welfare Hourly						
Pension/401(k) Hourly						
Total						
Supervisors						
Rate/Allowance	2011	2012	Difference Between 2011 and 2012	2013	Difference Between 2012 and 2013	Average Over Life of Agreement
Hourly Wage Rate	(b)(4)					
Uniform Allowance Hourly						
Health & Welfare Hourly						
Pension/401(k) Hourly						
Total						
Captains						
Rate/Allowance	2011	2012	Difference Between 2011 and 2012	2013	Difference Between 2012 and 2013	Average Over Life of Agreement
Hourly Wage Rate	(b)(4)					
Uniform Allowance Hourly						
Health & Welfare Hourly						
Pension/401(k) Hourly						
Total						

Important Notes:

Agreement provided for a 6% wage increase per year.

Agreement provided \$(b)(4) per hour for Health and Welfare.

Total average year over year increase is nearly 5%

Food Service Worker

Rate/Allowance	Previous Agreement (Used for pricing Base Year)	Negotiated Agreement Option Yr 1 (May 2015)	Annual \$\$ Difference Between Previous and OY 1	Negotiated Agreement Option Yr 2 (May 2016)	Difference Between OY1 and OY 2	Negotiated Agreement Option Yr 3 (May 2017)	Difference Between OY2 and OY 3	Average Over Life of Agreement
Hourly Wage Rate	(b)(4)							
Shoe Allowance - Annual								
Health & Welfare Hourly Pension/401(k) %Match								
Total								
Without Shoe Allowance								

Cook I

Rate/Allowance	Previous Agreement (Used for pricing Base Year)	Negotiated Agreement Option Yr 1 (May 2015)	Annual \$\$ Difference Between Previous and OY 1	Negotiated Agreement Option Yr 2 (May 2016)	Difference Between OY1 and OY 2	Negotiated Agreement Option Yr 3 (May 2017)	Difference Between OY2 and OY 3	Average Over Life of Agreement
Hourly Wage Rate	(b)(4)							
Boot Allowance - Annual								
Health & Welfare Hourly Pension/401(k) %Match								
Total								
Without Boot Allowance								

Cook II

Rate/Allowance	Previous Agreement (Used for pricing Base Year)	Negotiated Agreement Option Yr 1 (May 2015)	Annual \$\$ Difference Between Previous and OY 1	Negotiated Agreement Option Yr 2 (May 2016)	Difference Between OY1 and OY 2	Negotiated Agreement Option Yr 3 (May 2017)	Difference Between OY2 and OY 3	Average Over Life of Agreement
Hourly Wage Rate	(b)(4)							
Boot Allowance - Annual								
Health & Welfare Hourly Pension/401(k) %Match								

Total
Without Boot Allowance

(b)(4)

Important Notes:

Shoe Allowance causes the major 1st year % increase. But, it's an annual number and equates to a total annual change of (b)(4)

Previous agreement provided for a 3.5% wage increase per year. We were able to negotiate that down to an average less than 2.5%.

Health and welfare averages < 2.5% for the life of agreement. Previously averaged 5.72%

OY1 wage increase was negotiated higher because they did not receive a raise in 2014.

Pension/401(k) stayed flat.

Total Average stayed below 2.5% over 3 year agreement

Old Teamsters Agreement - Krome SPC - Miami, FL (Effective June 1, 2011 through May 31, 2014)
Food Service

Hourly Wage Rate

	2011	2012	Difference Between 2011 and 2012	2013	Difference Between 2012 and 2013	Average Over Life of Agreement
Food Service Worker	(b)(4)					
Cook I						
Cook II						
Health & Welfare						
Total						

Important Notes:

Boot allowance ((b)(4)) annually) and pension (4% match) were flat.

Agreement provided for a 3.5% wage increase per year.

Agreement provided for an average of nearly a 6% increase

Total Average > 3.5%



COLLECTIVE BARGAINING AGREEMENT

Between

AKIMA GLOBAL SERVICES

And

TEAMSTERS LOCAL UNION NO. 769

AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS

MIAMI, FLORIDA

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PREAMBLE

THIS AGREEMENT (the "Agreement") is entered into by and between Akima Global Services hereinafter referred to as the "Employer" or "Company," and the International Brotherhood of Teamsters, Local Union No. 769 (hereinafter referred to as the "Union")

STATEMENT OF PRINCIPLES

WHEREAS, it is the desire of the Parties to enter into a collective agreement for the purpose of maintaining harmonious and peaceful labor conditions and establishing methods for a fair and peaceful adjustment of disputes that may arise between the parties; and

WHEREAS, the Parties mutually pledge that they will cooperate with each other in good faith in the enforcement of the terms of this Agreement so as to secure uninterrupted operation of the business of the Employer in rendering service to the Government and continuous employment of the employees and general stabilization; and

WHEREAS, the Union and the Employer recognize that all Employees in the bargaining unit are professional and deserving of the highest respect. Accordingly, the Employees, the Union and the Employer will work together to honor the principles of respect and dignity for all employees, both union and non-union. Further, the Parties agree that the continued success of the Employer's business and performance of its Government contracts is dependent upon our mutual respect for one another's work;

NOW, THEREFORE, it is agreed as follows:

ARTICLE 1

GENERAL PROVISIONS

SECTION 1.1 RECOGNITION AND SCOPE OF BARGAINING UNIT

The Company recognizes the Union as the sole and exclusive bargaining representative for the purpose of collective bargaining as defined in the National Labor Relations Act of all employees in the classifications set forth in Appendix A, attached hereto, employed by the Employer at the Krome Service Processing Center (the "Facility" or "SPC") in Miami, Florida, excluding all other employees, office clericals, guards, and supervisors as defined in the Act. This Agreement shall be binding upon both parties, their successors and assigns.

Management will not perform productive work assigned to and performed by employees in classifications listed in this Agreement in Appendix A, except as follows:

- (1) Work, which, historically, has been performed as a part of a management function.
- (2) Work required to protect life or property.
- (3) Work lasting one (1) hour or less in duration which calls for immediate action to avoid interruption of any of the Company's operations.
- (4) Training.

The work referred to in subparagraphs (2), (3), and (4) above shall be turned over to the appropriate bargaining unit employees in the classifications listed in this Agreement as soon as they can be made available.

The Company agrees that no employees covered by this Agreement will be interfered with, restrained, coerced or discriminated against by the Company, its officers or agents, because of membership in or lawful activity on behalf of the Union.

SECTION 1.2 BARGAINING OBLIGATIONS

The parties acknowledge that, during the negotiation which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining; that all such subjects were discussed and negotiated upon; and that the Agreement contained herein was arrived at after the free exercise of such rights and opportunities.. Therefore, the Company and the Union shall not be obligated to bargain collectively on any matter pertaining to conditions of employment, including but not limited to, rates of pay, wages, hours of work, disciplinary actions, training requirements, etc., during the term of this Agreement, except as specifically provided for in other provisions of this Agreement and except for any conditions of employment that were in effect prior to the time of the signing "of this Agreement that may have been inadvertently not disclosed in good faith during bargaining. Also, nothing above shall preclude the parties from negotiating written amendments to this Agreement, should unanticipated circumstances arise.

SECTION 1.3 NEGOTIATING COMMITTEE

The Company agrees to recognize a Negotiating Committee composed of up to two members and one alternate selected by the Union to represent the Employees in collective bargaining negotiations.

SECTION 1.4 CLASSIFICATIONS

See Appendix A

SECTION 1.5 PROBATIONARY EMPLOYEES

Each newly hired Employee shall be considered a probationary Employee of the Company until the Employee has actually worked 30 shifts of work, during which they may be discharged without regard to cause and without recourse to the grievance procedures of this Agreement. Probationary employees, may, however, grieve pay issues under the Agreement. Upon completion of the probationary period, the new Employee shall be considered a regular Employee and shall accrue seniority from the date of hire. Employees may not be placed on probation as a disciplinary measure or as part of a disciplinary action. Any discharges after probation must be *with just cause*.

SECTION 1.6 INTENT OF PARTIES

The Union and the Company agree to work sincerely and wholeheartedly to the end that the provisions of this Agreement will be applied and interpreted fairly, conscientiously, and in the best interest of efficient kitchen operations. The Union and the Company agree to use their best efforts to cause the Bargaining Unit Employees, individually and collectively, to perform and render loyal and efficient work and services on behalf of the Company. Neither the Company, nor the Union, nor their representatives, nor their members will intimidate, coerce, or discriminate in any manner against any person in its employ by reason of his/her membership and activity or non-membership or non-activity in the Union.

SECTION 1.7 MANAGEMENT'S RETAINED RIGHTS

A. Management of the business and direction of the work force are exclusively the right of management.

These rights include the right to:

1. Hire;
2. Assign work;
3. Promote, Demote;
4. Discharge, discipline, and/or suspend for just cause;
5. Require Employees to observe *reasonable* Company rules and regulations;
6. Determine when overtime shall be worked;
7. Determine the qualifications of an Employee to perform work.

B. Any of the rights, power or authority the Company had prior to the signing of this Agreement are retained by the Company, except those specifically abridged or modified by this Agreement and any

supplemental Agreements that may hereafter be made.. The Company's failure to exercise any function reserved to it shall not be deemed a waiver of any such rights.

SECTION 1.8 ANTI-DISCRIMINATION

The Employer and the Union agree to make it a matter of record in this Agreement that the provisions of this Agreement will apply equally to all Employees and are not intended to and shall not be applied to violate any local, Florida or federal law. The Company and the Union recognize that the objective of providing equal employment opportunities for all people is consistent with Company and Union philosophy, and the parties agree to work sincerely and wholeheartedly toward the accomplishment of this objective.

ARTICLE 2

SENIORITY

SECTION 2.1 SENIORITY DEFINED

Seniority shall be defined as the length of continuous service with the Company, its predecessors and successors for which an employee receives credit in any classification covered by this Agreement, including full time, part-time and on-call.

Seniority shall commence on the day the employee enters pay status with the Company in a classification covered by this Agreement.

Seniority shall be the determining factor when bidding for vacation, permanent and temporary vacancies which exceed fourteen (14) days, holiday assignments, shift and days off, reductions in force and recall.

New employees shall establish seniority retroactive to date of employment.

Effective on or after the date hereof, the relative seniority of employees hired on the same date shall be determined by the last four (4) digits of the employee's Social Security Number. The employee with the highest last four (4) digits shall be deemed the senior. The Union shall be so advised.

SECTION 2.2 SENIORITY LISTS

The Company shall prepare and maintain lists of its employees according to their seniority dates as required by this Agreement. Lists shall be divided in seniority groupings of similar work and the Company shall furnish updated copies, on a semi-annual basis (January and July) to the business agent. The rights of employees under this Article shall be determined in accordance with their relative position on the appropriate seniority list.

Seniority rosters shall show employee's name, seniority ranking number, job classification and date of entry into service.

SECTION 2.3 LOSS OF SENIORITY

An employee shall lose his/her seniority rights for the following reasons:

- 1) He/she provides a written statement of his intent to voluntarily quit;
- 2) He/she is discharged for just cause;
- 3) He/she is laid off continually for a period of two years;
- 4) He/she fails to report within fifteen (15) days after receipt of recall notice, unless a satisfactory reason is given therefore. It shall be the responsibility of each employee to keep the Company advised of his current mailing address.
- 5) Employee has failed to express his or her intent to return to work, and/or does not return to work in accordance with the requirements in this Article;
- 6) Employee fails to report to work for three (3) consecutively scheduled days without notifying the company, except in ease of circumstances beyond his or her control with valid documentation;
- 7) Employee transfers out of the bargaining unit, except as provided in this article;
- 8) Employee becomes ineligible for employment because the Government removes their clearance.

SECTION 2.4 PERSONAL DATA

Employees, both working and in a laid-off status, shall notify the Employer in writing, on the company provided form, of their proper mailing address and telephone number or of any change of name, address, or telephone number. The Company shall be entitled to rely upon the last known address in the Employer's official records.

SECTION 2.5 TRANSFER OUT OF UNIT

Any Bargaining Unit Employee who is promoted to a non-bargaining unit position for more than thirty (30) days shall lose their Union seniority.

SECTION 2.6 UNION REPRESENTATIONS

The Company will recognize the appointment of stewards by the Local Union. Such appointments will be confirmed to the Company, in writing. Employees so appointed will maintain their designation until relieved in writing by the Local Union or transferred to a work unit outside of the scope of their appointment.

The Union may, upon written request to the Company, designate one (1) shop steward per shift. Notwithstanding their position on the seniority list, the stewards) so appointed shall be continued at work as long as there is sufficient work for which they are qualified under this Agreement at the base at which they are employed.

Any employee member of the Union acting in any official capacity whatsoever shall not be discriminated against for his acts as the representative of the Union so long as such acts do not interfere with the conduct of Company business, nor shall there be any discrimination against any employee because of Union membership activities.

The Company agrees that a local union representative can enter the Company's premises, with appropriate DHS/I.C.E. clearance and approval, during working hours for the purpose of adjusting

disputes and/or observing working conditions. When an International Union Representative, Local Union President, or designee wishes to enter the premises, a request will be made to the appropriate Company official to attempt to obtain DHS/I.C.E clearance and approval.

In addition, if an International Union Representative, Local Union President, or designee desires to confer with a steward(s), the time of such meeting will set by mutual agreement between the Union and the Company.

Union representatives granted access to the Company's premises shall not interfere with the normal work duties of employees and/or the Company's operations.

The Union shall be notified of all hearings to be held in accordance with Article 4 in which it is not a participant and shall have the right to participate in such hearings

The Union agrees that the stewards will work at their regular jobs at all times except when they are relieved to attend to the business of the Grievance Procedure as outlined in this Agreement. Aggrieved employees will be paid their regular rate of pay in the conduct of Company Union business during scheduled working hours.

The Union will notify the Company in writing of the names of the current stewards, and of any changes.

SECTION 2.7 DUES CHECK OFF

- A. The Company agrees to deduct dues as designated by the Union on a monthly basis from the paycheck of each member of the Union. These deductions will be made only upon written authorization from the Employee on a form provided by the Union. The Employee, upon written notice served upon the Union, may revoke such authorization as provided in the Employee Check-Off Authorization Card. It is understood that such deductions will be made only so long as the Company may legally do so. The Company will be advised in writing, by the Union, as to the dollar amount of the Union membership dues, initiation fees and assessments.
- B. The Company will remit all such deductions to the Financial Secretary/Treasurer monthly, no later than the twentieth (20th) day of the month, The Union agrees to furnish the Company with the current routing number for direct deposit. The Company shall furnish the Financial Secretary/Treasurer with a deduction list, setting forth the name and amount of dues with each remittance. The Union agrees to hold the Company harmless from any action or actions growing out of these deductions initiated by an Employee against the Company, and assumes full responsibility of the dispositions of the funds so deducted, once they are paid over to the Union. Errors made by the Company in the deduction or remittance of monies shall not be considered by the Union as a violation of this provision, providing such errors are unintentional and corrected when brought to the Company's attention.

ARTICLE 3

JOB OPPORTUNITIES

SECTION 3.1 FILLING VACANCIES

Vacancies within the bargaining unit shall be posted and filled in accordance with this Article.

Permanent vacancies within all classification, with its pertaining shift and days off, will first be offered, in seniority order, among those already, holding the particular classification to be filled. Temporary vacancies of thirty (30) working days or more will be offered, in seniority order.

When the Company determines that a vacancy exists within a classification, a Notice of Vacancy shall be posted for a period of seven (7) working days. Interested employees, within the classification, should sign the Notice indicating his/her desire to be awarded the position. Award of the vacancy will be granted to the most senior qualified person on the Notice.

When a vacancy occurs within a higher classification, those currently holding the classification shall be first offered the shift and days off of the vacancy. The remaining shift and days off shall be processed in the same manner as above.

Employees awarded a promotional vacancy shall serve a thirty (30) day probationary period and the Company will provide full cooperation and training.

Employees who fail to meet the standards of the position within the probationary period shall be returned to their original position, unless a more senior qualified employee has exercised his/her rights to that position. In such case, the returning employee shall displace the most junior employee. Employees failing to qualify will be given the reason(s) for such disqualification, in writing.

SECTION 3.2 LAYOFF AND RECALL

For purposes of this Agreement, the term "layoff" means a reduction in the number of employees in a given occupational title on a shift in a work unit due to lack of work in such occupational title. In the event of a layoff, the displacement rights of employees affected are those set forth in this procedure.

The primary factor in a layoff is the employee's seniority within a given occupational title. It is the intention of the layoff procedure to offer continued employment in his/her occupational title to the employee with greater seniority.

For purpose of displacing less senior employees, there is a presumption (except as to security clearance), in favor of the employee's ability to perform the work of his occupational title, and of other occupational titles.

When a layoff occurs, it shall be governed by the following procedure:

The appropriate number of junior employees in each classification will receive layoff notices.

After the layoff notices have been received, those employees who have seniority in a lower classification will be given an opportunity to bump the least senior employee in another classification if the bumping employee is qualified for work in that classification at the time of the layoff.

After all seniority rights have been exercised, the Company will publish the new seniority groups and their manpower requirements. Reassignment of the new Manpower requirements shall be in seniority order within the work units.

The Company will provide the Union office with a list of those employees who are actually laid off.

If an employee does not have sufficient seniority to displace another employee as outlined above, he/she shall be laid off, and shall have recall rights to previously held job(s) in which he/she has previously been employed or other job classifications for which the employee is qualified subject to the employee re-obtaining security clearance. At the time of layoff, the employee affected will be required to complete recall forms for those jobs so desired.

A laid off employee shall be paid for accrued, unused vacation under Article 11,

In no event shall the work of the laid off position(s) be absorbed by employees in another Union or by Management employees.

Notice Requirement

Employees to be laid off due to a reduction in force will receive a letter of layoff notifying them of their layoff. An employee exercising displacement rights will make a displacement decision within three (3) workdays of receiving a layoff notice. An employee being displaced will receive displacement notice in writing. Only the employee actually laid off due to a reduction in force shall be entitled to a total of two (2) weeks' notice of the layoff, with pay in lieu thereof, unless the Government provides the Company with less than two weeks' notice of the reduction in work in which case the Company will provide the employee with notice within twenty four (24) hours of the Company's receipt of such notice from the Government. Such notice period shall run concurrently with a letter of abolishment or the date of displacement.

In order to qualify for displacement rights, any employees exercising or about to exercise displacement rights as outlined above must meet the minimum specifications of the job at the time of the requested displacement in order to be offered the position.

In the event of an increase in the number of people in an occupational title within a seniority group such vacancies will be filled by recalling qualified employees who have been laid off from the work unit.

Employees may waive their rights to return to active service on positions of less than ninety (90) workdays' duration by filing written notice with the Project Manager and the Union.

Such notice will not invalidate his/her recall under this Article 3 of this Agreement.

ARTICLE 4

GRIEVANCE PROCEDURE

SECTION 4.1 INTENT

For purposes of this Agreement, a grievance shall mean a claimed violation, misinterpretation, or misapplication of any provision of this Agreement, or the challenge of any disciplinary action taken against a Union Employee, except that this grievance procedure shall not be used for any action or order of removal of an Employee from working under the contract by the U.S. Government, or revocation of required clearances by the U.S. Government. In addition, the grievance procedures outlined herein shall not apply to any situation where the company is acting under express directives of the U.S. Government or the State of Florida.

SECTION 4.2 GENERAL PROVISIONS

- A. The number of days outlined in Section 4.3 in the processing and presentation of grievances shall establish the maximum time allowed for the presentation and processing of a grievance. The term "days," whenever used in this Article, shall not include Saturdays, Sundays or holidays.

- B. Provisions of the Essence, The time limitations set forth in this Article are deemed of the essence to this Agreement. Should the Company, the Union, or the aggrieved employee fail to comply with the time limits as set forth in this Article, the party who failed to comply with the time limits shall forfeit the grievance (If the Union fails to comply with the time limits the grievance shall be deemed denied and if the Company fails to comply with, the time limits the grievance shall be deemed sustained). Time limits may be extended only by mutual written agreement of both parties (e-mail correspondence accepted).

SECTION 4.3 GRIEVANCE PROCEDURE

All grievances shall be presented and processed in accordance with the following procedures:

- A. Informal Step - The parties shall make their best efforts to first attempt to resolve any dispute on an informal basis. Both the Company and the Union agree that the Employee should attempt to first discuss their complaint with their immediate supervisor (not in the bargaining unit) or Project Manager, within five (5) days of the occurrence of the incident or reasonable knowledge of the occurrence of the incident or issuance of the disciplinary action being grieved, to start the informal procedure.
- B. Step One — Regardless of whether the informal procedure has been invoked, if the matter is not resolved informally, the Employee or the Union shall, not later than ten (10) days after the occurrence of the facts giving rise to the grievance, set forth the facts in writing and specifying the Article of this Agreement allegedly violated. The grievance shall be signed by the aggrieved Employee and by the union representative, and shall be submitted to the Project Manager or designee with a copy to the Company's HR Manager. The Project Manager will sign and date the written grievance to indicate and confirm receipt, which shall be deemed to be the date of the Company's receipt. The Project Manager or designee shall have ten (10) days from the date of the Company's receipt of the written grievance to submit a decision in writing with a copy to the aggrieved Employee and the union steward.
- C. Step Two - If the grievance is not settled in Step One, the grievance may be appealed in writing to the Company's Human Resources Manager or designee not later than ten (10) days from the date of the submission of the Project Manager's written denial. The Human Resources Manager or designee will have ten (10) days from the date the written appeal was received by the Human Resources Manager to return a decision, in writing, with a copy to the aggrieved Employee and the union representative.
- D. Grievance for Discipline - Any grievance involving discharge or other discipline may be commenced at Step One of this procedure.
- E. Grievances settled at any Step shall not be precedent-setting.
- F. Company Grievance - In the case of grievances submitted by the Company, the grievance may be submitted directly to a designated representative of the Union by the Company's

Project Manager. Such grievance must be submitted within ten (10) calendar days of the occurrence of the events or conduct giving rise to the grievance, or within ten (10) days of when the Company should reasonably have had knowledge of the occurrence of such events or conduct. The Union will respond in writing within ten (10) calendar days. If the matter is not settled, the Company may submit the matter to final and binding arbitration under Section 4.4 of this Agreement. In order to submit the matter to arbitration, the Company must serve written notice on the Union of its desire to arbitrate within ten (10) days of its receipt of the Union's written response or, if there is no timely written response by the Union, then within 28 calendar days of the Company's submission of the grievance.

SECTION 4.4 ARBITRATION PROCEDURES

- A. Grievances processed in accordance with the requirements of Section 4.3 that remain unsettled may be processed to arbitration by the Union, giving the Company's Human Resources Manager written notice of its desire to proceed to arbitration not later than ten (10) days after rejection of the grievance in Step Two. Grievances which have been processed in accordance with the requirements of Section 4.3 which remain unsettled shall be processed in accordance with the following procedures and limitations:
- B. Selection of an Arbitrator - Within fifteen (15) days of receipt of either party's written notice to proceed with arbitration, the Company and the Union or their designee will meet telephonically to jointly attempt to agree upon the selection of a neutral arbitrator. If, within fifteen (15) days, the parties fail to agree upon the selection of an arbitrator, the party requesting arbitration will request the Federal Mediation and Conciliation Service (FMCS) to supply a list of seven (7) arbitrators. An arbitrator will be selected from the list supplied by the FMCS by parties alternately striking from the list until one (1) name remains, and this individual shall be the arbitrator to hear the grievance.
- C. Following the parties' selection of an arbitrator, and before proceeding to the arbitration hearing, the parties shall attempt in good faith to attempt to settle the matter.
- D. Decision of the Arbitrator - The arbitrator shall commence the hearing at the earliest possible date following the parties' notification to him or her of their desire to schedule a hearing. The decision of the arbitrator shall be final and binding upon the parties to the Agreement. Any decision shall be complied with, without undue delay after the decision is rendered. It is understood and agreed between the parties that the arbitrator shall have no power to add to, subtract from; or modify any of the terms of this Agreement.
- E. Arbitration Expense — The arbitrator's fees and expenses, including the cost of any hearing room, shall be shared equally between the Company and the Union. Each party to the arbitration will be responsible for its own expenses and compensation incurred bringing any of its witnesses or other participants to the arbitration. Either party may engage the services of a court reporter for the purpose of making a record of the hearing that will be used as the official transcript of the arbitration proceedings. If a court reporter is used, the court reporter's fee and the costs of the transcript copies shall be borne by the requesting party. Any other expenses of the arbitration shall be borne by the party incurring such expenses.
- F. Time Limits - The decision of the arbitrator shall be rendered as soon as possible after the dispute has been submitted to him/her.

SECTION 4.5 CLASS ACTION

The Union shall have the right to file a group grievance (class action).

SECTION 4.6 INDIVIDUAL GRIEVANCES

No individual may move or otherwise process any grievance to arbitration on their own behalf without the Union's active written participation as their representative.

ARTICLE 5

DISCIPLINE

SECTION 5.1 DISCHARGES

The Company shall have the right to discharge, discipline, and/or suspend Employees for just cause. Any Employee whose security clearance is not renewed or is revoked by the controlling governmental agency shall be discharged without recourse to grievance or arbitration procedures. The Company will provide the Union a copy of the written request for removal, which the Employer receives from the government, when an Employee's Security Clearance is revoked.

SECTION 5.2 GROUNDS FOR DISCIPLINE AND DISMISSAL

- A. After completion of the probationary period, as specified in Section 1.5, no Employee shall be dismissed or suspended without just cause. Just cause shall include any action or order of removal of an employee from working under the contract by the U.S. Government or revocation of required clearance by the U.S. Government. The "final decision" on the employee's removal shall be determined by the Government, and the Employer shall be held harmless by the Union and the employee for any further claims made after this final determination. This provision is not intended to limit or prohibit the rights of any party to seek relief from other parties.
- B. The Company's contract with the U.S. Government sets out performance standards and contract-requirements for Employees and all Employees are required to comply with these standards. Failure to do so may lead to disciplinary action. Employees agree to comply with any non-disciplinary directive issued by the US Government.
- C. The Company may discipline Employees when necessary and discharge those who fail to uphold U.S. Government or Company standards as described in 5.2 (a) above. It is recognized by parties to this Agreement that progressive discipline generally shall be applied in dealing with Employees. However, it is also recognized that offenses may occur for which progressive discipline is not applicable (e.g. fraud, gross misconduct, theft, etc.). Disciplinary measures vary depending on the seriousness of the matter and the past record of the Employee. Failure to comply with any investigation procedures will result in dismissal.
- D. Employees are expected to follow established standards. Employees may be counseled to improve in areas that the Employer feels need to be improved. Serious infractions that may result in immediate termination, include, but are not limited to, the following:

1. Violation of Company or U.S. Government security regulations (notice of regulations and camp rules to be provided to employees upon employment and when updated or changed by the Government).
2. Stealing or dishonesty.
3. Drug or alcohol possession or use on the job.
4. Possession of weapons on the job.
5. Violence or threat of violence.
6. Serious disregard for safety practices and rules.
7. Serious misuse of company property or materials.
8. Serious infraction of client relationship.
9. Serious excessive absences or tardiness.
10. Gross insubordination.
11. Notification from the Government of a rescission of employee's security clearance.
12. Falsification of records.
13. Refusal to take or failure to pass a drug test authorized by law, Executive Order or Articles 13 and 20 of this Agreement.

Termination or suspension of an employee will be in accordance with the disciplinary process and approved by an official of the Company. For purposes of this Agreement revocation of an employee's security clearance by the U.S. Government is conclusively presumed to be just cause for termination.

In all cases involving the discharge or suspension of an employee, the Company must immediately notify the employee, in writing, of his discharge or suspension. Such written notice shall also be given to the shop steward and a copy sent to the assigned Business Agent care of the local Union office within one (1) workday from the time of discharge or suspension.

It is understood that the Company has the right to discipline or discharge an employee within fifteen (15) days after the Company learns an action has occurred which has established just and sufficient cause provided however that where Company engaged in a legitimate internal investigation into the circumstances surrounding a potential discipline or discharge the Company shall so notify the Union of the fact of the investigation in which case this Provision shall be tolled until the conclusion of the investigation or for thirty (30) days, whichever occurs first, unless the time Period is extended by mutual agreement of the parties, which agreement shall not be unreasonably denied: Open conclusion of an investigation, the Company shall have fifteen (15) days to initiate any discipline or discharge action.

An employee upon discharge or resignation must be paid, in full for all wages owed him by the employer including earned and accrued vacation and sick pay, if any, within seven (7) days from the date of discharge or resignation or as required by applicable state law.

A discharged or suspended employee must advise the local Union, in writing, within five (5) working days after receiving notification of such action against him, of the employee's desire to appeal the discharge or suspension. Notice of appeal from discharge or suspension must be made to the Employer, in writing, within ten (10) days from the date of discharge or suspension.

The disciplinary process may, but is not required to be, as follows:

- Verbal counseling
- Written warning
- Suspension without pay
- Termination

All warnings will be documented and placed within the employee's file. The Company will dismiss discipline resulting in a three (3) day suspension or less after a period of one (1) year has passed, except where the employee has been given a final warning or the employee has engaged in repeated conduct in violation of Company policies during that one (1) year period.

ARTICLE 6

HOURS OF WORK AND OVERTIME

SECTION 6.1 WORKDAY AND WORKWEEK

Shifts shall be scheduled at the discretion of the Employer and shall be bid in accordance with Article 7, Sections 7.4. and 7.5 of this Agreement to fulfill the needs of the U.S. Government.

SECTION 6.2 OVERTIME

Overtime compensation shall be computed on the basis of actual overtime worked to the nearest quarter (1/4) hour period and no overtime work shall be required, proffered, or permitted except by direction of supervisory personnel of the Company, except in cases of emergency where prior authority cannot be obtained.

Time and one-half the regular hourly rate shall be paid (1) for all work performed at Company request on an employee's regular day off, (2) after forty (40) hours of straight-time work in an employee's work week; and (3) on the sixth (6th) day worked in an employee's work week. Double-time (2x) for all hours worked shall be paid on an employee's seventh (7th) consecutive work day.

Overtime rates shall, be paid for not less than four (4) hours to any employee called back for duty not continuous with his/her regular working hours. Overtime rates shall be paid for not less than two (2) hours to any employee scheduled or called into work prior to and continuous with his/her regular workday.

Meal periods shall not be computed for purposes of overtime compensation.

The principles of equal distribution and advance notice of overtime will be applied as far as practicable. Employees who regularly perform the work involved in the required overtime will be given an opportunity to work the overtime before any other assignment of overtime is made.

If overtime is refused by an employee on the work unit overtime or on the secondary overtime roster, then the junior employee, within the same classification, on the work unit overtime roster will be assigned.

For overtime scheduling purposes, employees will be considered to be on vacation from completion of their last regular tour of duty prior to the scheduled vacation period until reporting for the first regular tour of duty following the vacation period.

Employees will not be required to absorb overtime by taking time off.

The Company will make every reasonable effort, consistent with its operating requirements, to give affected employees two (2) hours' notice-of overtime work assignments.

For the purpose of maintaining health and safety, employees will not normally be permitted to work in excess of twelve (12) hours per day.

ARTICLE 7

WAGES, WORK SHIFTS AND PAYMENT POLICIES

SECTION 7.1 REPORTING PAY

In the event an Employee reports to work for their shift or upon being called in to work, without having been notified not to report, and work is not available, the Employee shall be paid four (4) hours reporting pay at their regular rate of pay. Acts of God and failure of equipment beyond the Contractor's control shall nullify the Contractor's requirement to pay such reporting pay.

SECTION 7.2 PAYDAY

Payday for all hourly Employees will be on Friday following the two (2) week pay period ending on Saturday subject to change by mutual agreement.

SECTION 7.3 UNDISPUTED ERROR

In case of an undisputed error on the part of the company as to an Employee's rate of pay, proper adjustment will be made within seventy-two (72) hours after the error has been brought in written form to the Company's attention.

SECTION 7.4 SHIFT RIDDING, HOURS OF WORK, & SENIORITY

At least once each year all Employees at each location may bid for shift schedules in the order of seniority by classification.

SECTION 7.5 WORKING WEEK AND SHIFT SCHEDULING

The workweek shall consist of five (5) consecutive days within any consecutive seven (7) day period. For the purpose of establishing a standard pay period, the week shall start at 12:00 a.m. Sunday and end 12:00 a.m. on the following Saturday.

The workday shall consist of a twenty-four (24) hour period beginning at 12:00 midnight, and regular days' work shall consist of eight (8) consecutive hours, exclusive of meal periods.

Employees shall be permitted two rest periods of fifteen (15) minutes each during the workday.

The employees in the Food Service job classifications and/or assigned shifts shall be allowed (but are not required to take) a sixty (60) minute meal period.

The Company retains the exclusive right to set the hours and schedules of work, including the number, amount and timing for work shifts. The Company may revise or reschedule work shifts at any time subject to the terms of this Article set forth below.

Within 5 business days from the ratification of this agreement, and at least once a year thereafter, the employer shall post work schedules for all job classifications identified in Attachment A to this agreement. Where the work schedule in any job classification contains different shifts or non-standard work weeks (i.e. weekend shifts) all work schedules in each classification shall be bid for by employees on a seniority basis.

Once work schedules are selected by the employees on the basis of seniority, those shifts shall be permanently assigned provided however that all personnel may be subject to having shifts temporarily changed to the staffing needs of employer. Once the shifts are assigned, the Union shall be furnished a copy of the shift schedule. If there is a need for shifts to be temporarily changed, the Union shall be e-mailed of the temporary change. Employees may not trade or change shifts or work days without prior written approval of the Project Manager.

If at any time during the term of this Agreement the Company makes changes as required by the U.S. Government to the work schedule of any job classification, the new work schedule must be re-bid on a seniority basis prior to implementation by the Company. The Company shall make all reasonable efforts to provide employees with as much notice as possible of any anticipated work schedule or shift change but in no case shall such notice be less than two (2) weeks.

All work job schedules shall be posted by employer on the Company bulletin board and specify names, days off, beginning and off-duty hours.

Vacation and holiday seniority:

Vacations and holiday schedules shall be developed for each classification based on seniority. Employees may not cross classifications for either vacation or holiday schedules.

The company shall seek volunteers to work on the covered holidays, should insufficient numbers of employees fail to volunteer within a classification the company shall assign employees to the schedule in inverse order of seniority.

An employee will not be scheduled or directed to start work less than ten (10) hours after he last worked, except in the case of an emergency.

ARTICLE 8

HEALTH AND WELFARE

Beginning May 1, 2015, the company will pay \$4.80 per hour up to 40 hours per week to each eligible employee as cash in lieu of benefits for health and welfare insurance in their bi-weekly payroll.

Beginning May 1, 2016, the company will pay \$4.90 per hour up to 40 hours per week to each eligible employee as cash in lieu of benefits for health and welfare insurance in their bi-weekly payroll.

Continuing on May 1, 2017, the company will pay. \$4.90 per hour up to 40 hours per week to each eligible employee as cash in lieu of benefits for health and welfare insurance in their bi-weekly payroll.

The Company will offer a health insurance plan to employees that are compliant with the requirements of the Affordable Care Act ("ACA"). Employees will be able to purchase coverage utilizing their H&W amounts. Costs of insurance in excess of their H&W allocation will be deducted from their wages. If the employee does not elect coverage or chooses a coverage level that is less than their H&W accumulation, they will receive any excess monies directly in their paycheck. The Company will be able to take necessary steps including requiring documentation to establish that it has complied with its obligations under the ACA. In the event that the methods utilized in the agreement do not fulfill the employers obligations under the ACA the parties will meet to negotiate changes as needed.

ARTICLE 9

401(K) PLAN

Employees will be allowed to participate in the employers 401K program. To the extent permitted by law the employees may contribute up to twenty-five (25%) of their gross wages and the employer will match employee contributions up to 4% of gross wages.

ARTICLE 10

HOLIDAYS

SECTION 10.1 HOLIDAYS DEFINED

The following holidays with pay shall be granted:

New Year's Day
Martin Luther King's Birthday
President's Day
Memorial Day.
Independence Day
Labor Day
Columbus Day
Veterans' Day
Thanksgiving Day
Christmas Day

Employees who have at least forty (40) actual days worked since hire or rehire shall be granted three (3) floating holidays each fiscal year. Floating holidays must be used during the fiscal year in which they are earned and cannot be carried over from one (1) fiscal year to another. If an eligible employee does not use that employees floating holidays in the fiscal year in which they are earned that employee shall receive up to

three (3) extra days of holiday pay (8 hours of straight time pay for each day) in the first paycheck of the following fiscal year. Floating holidays may be liquidated in conjunction with a vacation period and may be requested at the time of the annual vacation selection under Article 10. Request to liquidate the Floating Holiday other than in conjunction with a vacation period as specified above may be granted based on the requirements of the service and be processed in the same manner as vacation selection.

The holidays listed above, affected by the Federal Monday Holiday Act, will be celebrated in accordance with the date specified thereby. If a holiday falls within the employee's paid vacation period, the employee will receive eight (8) hours of holiday pay instead of vacation pay and will not have a vacation day deducted from the employee's accrued vacation bank, where a holiday falls on an employee's scheduled day off, the employee will be paid holiday pay for that day.

Where the Krome Service Processing Center is closed by the order of the U.S. Government, an Act of Congress of the United States or by proclamation of the President of the United States, and Employer is paid for its employees' time for that day, all employees who are unable to work due to the facilities closure will be paid eight (8) hours of straight time for the day of missed work. Employees, who are required to work on such a day, are only entitled to be paid for actual hours worked. Any employee who works less than eight hours on such a day shall be paid for eight (8) hours of straight time.

Holidays shall be paid at eight (8) hours for each holiday.

Any employee required to work eight (8) hours or more on Thanksgiving or Christmas Day shall be entitled to receive hardship pay of two and one half (2 1/2) times the employee's regular rate as full compensation for such holiday worked. If an employee is called in to work on Thanksgiving or Christmas Day for less than eight (8) hours, he shall be paid one and one-half (1-1/2) times his hourly rate for each hour worked with a minimum of four (4) hours in addition to eight (8) hours straight time pay for the holiday.

Where regularly scheduled shifts commence between 10:00 p.m. but prior to 12:00 midnight, the shift commencing on the holiday eve shall be considered as the holiday for the purpose of determining the day to be observed.

ARTICLE 11

VACATIONS

SECTION 11.1 VACATION ALLOWANCE

Vacation will be scheduled in accordance with manpower and staffing needs. The Company however, will afford those employees who have earned more than two (2) weeks' vacation the opportunity to take two (2) consecutive weeks' vacation one (1) time per vacation year. Only one (1) person from each group classification can take the two (2) consecutive weeks' vacation at a time. All other vacation time shall be taken at one (1) week intervals or less.

Single day vacations will be submitted to the project manager and approval will not unreasonably be denied. Requests and approval will be on a first-come first-served basis.

Effective with the first pay period after ratification of the Agreement, employees shall accrue vacation leave as described below. Employees on the active payroll and in a pay status shall be entitled to a vacation leave credit based on their length of service. An employee is in pay status when he performs compensable work or receives paid leave during a pay period. An employee who is receiving workers compensation benefits will not be considered in pay status, for purposes of earning vacation leave.

Beginning length of service up to 5th anniversary:

.0384 x hours paid up to 40 hours per week = a maximum of 2 weeks per employment year.

5th anniversary up to 10th anniversary:

.0576 x hours paid up to 40 hours per week = a maximum of 3 weeks per employment year.

10th anniversary up to 15th anniversary:

.0769 x hours paid up to 40 hours per week = a maximum of 4 weeks per employment year.

15th anniversary or more:

.0962 x hours paid up to 40 hours per week = a maximum of 5 weeks per employment year.

Vacation Starts accruing upon date of hire and is amount accrued is available for use. After the (60) sixty day probationary period is completed.

Length of service includes the whole span of continuous service with the Company, predecessors and successors, as provided for in the Service Contract Act, as amended.

Time spent on Military leave of absence shall be considered length of service for the purposes of employee eligibility for vacation.

Vacation periods shall be available for selection from November 1st to December 15th of each year for vacation to be liquidated and used in the next year (i.e. 11/1 to 12/15/11 selection for vacation to be used in 2012). The company will post the awarded vacations for the following year by December 30th. Vacations will be awarded by seniority. Any open vacation time shall be awarded on a first come first serve basis.

Once a vacation has been granted, it will not be changed without the mutual consent of the employee and the Company.

Unused vacation time shall be paid out in the first pay period following the employee's anniversary year.

Upon termination, for any reason, employee will be paid for all unused and accrued vacation.

ARTICLE 12

LEAVES OF ABSENCE

SECTION 12.1 SICK LEAVE

Effective with the first pay period after ratification of this Agreement, employees shall accrue sick leave as described below.

Employees on the active payroll and in a pay status shall be entitled to a sick leave credit up to six (6) days accrued per year on hours paid. An employee is in pay status when he performs compensable work or receives paid leave during such pay period. An employee who is receiving workers compensation benefits will not be considered in pay status, for purposes of earning sick leave credit.

Use of Sick Leave

It is obligation of every employee to prevent abuse of sick leave pay benefits. The parties acknowledge that the company may discipline employees who abuse sick leave.

Payment of sick leave shall be at the employees regular straight time base rate not to exceed a maximum of eight (8) hours pay for anyone (1) day.

Sick leave shall be granted under the following conditions:

- (a) Illness of the employee
- (b) Illness in the immediate family (as defined in Death in the Family)
- (c) Medical or dental appointments. Employees agree to seek to arrange medical or dental appointments so as to avoid absence from work when reasonable/practical.

Upon termination, for any reason employee will be paid for all unused and accrued sick leave.

Report Requirements for Use of Sick Leave: An employee who is absent on a regularly scheduled work day shall be required to follow the procedures set forth below:

The employee must notify the Operations Manager or Project Manager within four (4) hours of the scheduled start of the regular shift unless extenuating circumstances prevent such notice. The notice must state the reason for the absence and the anticipated date of return to work.

In the event the employee is unable to return to work on the anticipated date, he shall provide notification prior to the scheduled return day and provide a revised estimated return to duty date.

Employees missing three (3) consecutive days of work dues to an illness or injury which is not work related will be required to return with a verifiable medical release stating that the employed involved is eligible to return to work.

SECTION 12.2 MEDICAL LEAVE

- A. The Family and Medical Leave Act of 1993 (FMLA) is incorporated herein. Employees who have completed at least twelve (12) months of service with the Company and who have worked at least 1,250 hours in the preceding twelve (12) months are eligible for: leave under the Company's Family, and Medical Leave Policy as set forth in the AGS Detention Center Services Officer Employee Handbook.
- B. The Company agrees to honor the FMLA for all eligible Employees.
- C. During medical leave, the Employee shall be required to furnish a report from the doctor when requested periodically by the Employer. Upon the expiration of said leave, the Employee shall furnish the Employer with a statement, signed by the doctor, which establishes the fitness of the Employee to return to the Employee's previously held work. Any Employee who is not able to return to work with a medical clearance from a licensed physician at the end of a maximum medical leave shall be terminated from Employment.
- D. If the Employee files for medical leave on false pretext or works for another employer without pre-authorization from the company, the Employee will be removed from employment with Employer.

SECTION 12.3 MILITARY LEAVE

An Employee of the Company who is activated or drafted into any branch of the armed forces of the United States under the provisions of the Selective Service Act or the Reserve Forces Act shall be granted an unpaid military leave of absence, as required under the federal law, for the time spent in full-time active duty. The period of such leave shall be determined in accordance with applicable federal laws in effect at the time of such leave.

SECTION 12.4 UNION LEAVE

The Employer agrees to grant necessary time off, limited to a combined total of two (2) weeks for all employees during each year of this Agreement, without discrimination and without pay, to an employee designated by the Union to attend a Labor Convention, Steward Seminar, Union Meetings, Grievance Hearings, and/or Executive Board Meetings, provided that a seven (7) day advance written notice of the intention of such designated employee to be absent shall be given by the Union to the Employer. The notice shall specify the length of requested time off. The Union agrees that such time off request shall not be exercised to the detriment or disruption of the operation of the business. Employees shall continue to accumulate seniority while taking such authorized time off for Union business.

SECTION 12.5 PROCESSING UNPAID LEAVES OF ABSENCE

- A. The Employer will consider requests for unpaid leaves of absence and may grant them at its sole discretion. Any unpaid leave of absence must be processed in the following manner: (The term "days" whenever used in this Section shall not include Saturdays, Sundays or holidays).
- B. All requests for unpaid leaves of absence shall be submitted in writing to Project Manager or designee at least ten (10) days prior to the date the leave will take effect, except in cases of verified personal emergencies, and include:
 - 1. The reasons for such leave;

2. The effective dates of such leave;
 3. The estimated date of return to work.
- C. The Company will respond to the request within seven (7) days.
 - D. The written request for leave of absence shall be submitted to the Project Manager for final approval. If the request for the leave of absence is approved by the Project Manager, a copy of the approved leave of absence will be given to the Employee involved.
 - E. Extensions of the leave of absence may be granted at the sole discretion of the Employer, upon written request by the Employee within ten (10) days prior to the expiration of the leave of absence. Extensions, when granted, shall not total more than thirty (30) days.

SECTION 12.6 JURY SERVICE

Employees will be reimbursed for up to six' (6) eight (8) hour days per year for any loss of income during their otherwise regularly, scheduled work week for time spent on jury service-

Said reimbursement shall be offset by any jury fees received by the Employee which must be submitted to the Company. Employees must inform their supervisor immediately upon receiving a notice to report for jury service. The Company reserves the right to request an exemption when the Company determines that the Employee's absence would create a hardship.

SECTION 12.7 BEREAVEMENT LEAVE

- A. if it is necessary for an Employee to lose time from work because of a death in the immediate family, the Employee shall be entitled to up to three (3) days paid leave of absence at his or her straight-time rate of pay. Two (2) additional paid days will be granted if the employee is required to travel outside the State of Florida to attend the funeral, memorial service or to assist with bereavement details.
- B. The immediate family is defined as the Employee's father, mother, current step parent, spouse, current mother-in-law or father-in-law, sister, brother, children (including legally adopted children and current stepchildren), son-in-law, daughter-in-law, grandparents, grandchildren, spousal grandparents, and (if living in the employee's home) foster children.
- C. The Company may require proof of the death and/or travel for which an Employee requests a paid leave.

SECTION 12.8 ABSENTEEISM FROM DUTY.

- A. When an employee fails to report for duty or to notify the appropriate supervisor four (4) hours prior to the start of the, scheduled, shift, it is considered a "no call/no show". In the event extenuating circumstances prevent an employee from reporting to work and notifying the office prior to the scheduled shift, an employee must contact the appropriate supervisor as soon as possible and explain the failure to report for duty. Explanations are subject to verification. Unverified and excused absences from duty will result in disciplinary action.
- B. AGS considers that an employee has resigned their position voluntarily (voluntary separation) if the employee is absent from duty due to "no call/no show" more than three (3) consecutive Shifts, absent extenuating circumstances.

ARTICLE 13

MISCELLANEOUS PROVISIONS

SECTION 13.1 MEDICAL EXAMINATIONS

The Company may require, as a condition of initial and continued employment, that applicants and Employees submit to medical examinations to determine fitness for duty. Such examinations may include laboratory tests to detect the presence of alcohol or illicit drugs. The medical examinations may be administered before the commencement of work as part of the hiring process, after layoffs or leaves of absence in excess of thirty (30) calendar days, after on-the-job accidents and upon reasonable suspicion of drug or alcohol use or impairment⁴. The Company may also require Employees to undergo such medical tests on an annual basis or as determined by governmental directive. The Company shall bear the cost of any such medical examination. If an Employee should test positive for the presence of illicit drugs, the Company may terminate the Employee.

SECTION 13.2 BULLETIN BOARD

- A) The Company shall provide an appropriate bulletin board exclusively for the use of the Union for the posting of non-controversial notices, such as:
1. Notices of Union recreational and social affairs;
 2. Notice of Union elections;
 3. Notices of Union appointment and results of Union elections;
 4. Notices of Union meetings;
 5. Notices of other official Union business.
- B) There shall be no postings on the Union bulletin board of advertising or political matters not pertaining to Union affairs.

ARTICLE 14

SAFETY

SECTION 14.1 SAFETY POLICY

It is the policy of the Company to make its best efforts to provide Employees with places and conditions of employment that are free from or protected against occupational safety and health hazards. Under this Agreement, a worksites and facilities are the property of the U.S. Government, who is responsible for the condition and safety of the worksite.

Before the end of each shift, employees shall be allowed five (5) minutes wash up time immediately preceding the end of shift.

The Company and the Union shall establish a joint employee company safety committee; the Union may designate a representative on such a committee.

The Company will provide, at its expense, inoculations to employees under this Agreement whose work assignments require, inoculations.

An employee hereunder who, during regular working hours, is excused to be treated by a Company physician or nurse will suffer no loss in pay for the remainder of that shift.

The Union shall have the right to confer with management on sanitary and safety conditions.

SECTION 14.2 OSHA STANDARDS

The Company will report any safety violations observed or reported to the Company in any U.S. Government-provided workstation or break room.

ARTICLE 15

CONTINUITY OF OPERATIONS

SECTION 15.1 NO STRIKES

- A. Both the Company and the Union agree that continuity of operations is of utmost importance to the Company's kitchen operations. Therefore, so long as this Agreement is in effect, the Union and the Company agree that there will be no strikes, lockouts, work stoppages, illegal picket lines, slowdowns, or secondary boycotts during the term of this Agreement.
- B. Upon hearing of an unauthorized strike, slowdown, stoppage of work, planned inefficiency, or any curtailment of work or restriction or interference with the operation of the Employer, the Union shall take affirmative action to avert or bring such activity to prompt termination.

SECTION 15.2 LOCKOUTS

During the life of this Agreement, the Employer shall not lockout any Employees covered in this Agreement.

ARTICLE 16

SEPARABILITY OF CONTRACT

Should any part of this Agreement or any provisions herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by decree of any court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof. Remaining parts or provisions shall remain in full force and effect.

In the event any provision of this Agreement becomes invalid due to the foregoing, the parties agree to meet immediately solely to attempt to negotiate replacement provisions for such invalid provisions within the limits of the law. If the parties are unable to agree upon such replacement provisions within a period of thirty (30) days after commencing negotiations on the matter, either party may request that the matter be submitted to the Federal Mediation and Conciliation Service ("FMCS") for non-binding mediation in order to attempt to resolve the matter.

ARTICLE 17

MACHINES, EQUIPMENT AND SUPPLIES

Specialized equipment, tools, or materials furnished by the Company necessary for the employee to perform prescribed duties shall be issued to employees on a tool custody sheet.

Employees will exercise proper care in the use of such specialized equipment, tools, or materials.

ARTICLE 18

CLOTHING ALLOWANCE

The Employer will provide or make available the following apparel and equipment to the employees:

- A) Five (5) sets of uniforms annually, to be retained by the employee. Replacement of said uniforms will be done when rendered unsuitable through normal wear and tear or accidental damage of the uniform. If no longer suitable as work uniform, company name and logo will be removed.
- B) Employees will be provided with \$100.00 annual for the purchase of appropriate rubber soled safety shoes.

ARTICLE 19

TRANSFER OF COMPANY TITLE OR INTERESTS

This Agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns, in the event an entire operation or any part thereof is sold, leased transferred or taken over by sale, transfer lease assignment, receivership or bankruptcy proceedings, such operation shall continue to be subject to the terms and conditions of this Agreement for the life thereof. This Article understands that the parties hereto shall not use any leasing devise to a third party to evade this contract. The employer shall give notice of the existence of this Agreement to any purchaser, transferee, lessee, assignee, etc. of the operation covered by this Agreement or any part thereof. Such notice shall be in writing with a copy to the Union no later than the effective date of sale. This section shall not apply to a sale of inventory or the premises.

ARTICLE 20

ALCOHOL, DRUGS AND FIREARMS

No illegal or unauthorized drugs, related paraphernalia, intoxicating beverages or person under the influence of drugs, stimulants or alcohol are allowed on company owned or operated premises, work location or within company or contract vehicles. Possession of firearms and other weapons are also prohibited.

Illegal drugs include marijuana and other controlled substances not prescribed by a licensed physician for use by the person possessing and/or ingesting them. Unauthorized drugs include prescribed drugs brought on the premises without prior notification to the company where an employee's use of the prescribed drugs may adversely affect performance or behavior. All employees must undergo pre-employment drug screening, annual random drug testing as well as being subject to "reasonable suspicions" testing as set forth in Article 13.

Any employee violating this Article will be subject to disciplinary action up to and including termination.

The Government must be notified of all positive drug tests which will result in the employee's security clearance automatically being cancelled. Cancellation of security clearance will result in immediate termination.

ARTICLE 21

MISCELLANEOUS

Employees covered by this Agreement shall be governed by the Company rules, regulations, and orders issued by the properly designated authorities of the Company which are not in conflict with the terms and conditions of this Agreement, and no new Company rules, regulations, or orders will be considered effective until such new rules, regulations, or orders have been conspicuously posted in the working areas at least one (1) week prior to the effective date.

In the event there is any conflict between the provisions of this Agreement and Company policy applicable to employees covered by this Agreement, the provisions of this Agreement shall apply.

Employees shall be notified of all U.S. Government rules and regulations as well as camp rules for Krome Service Processing Center as soon as practicable and any changes to or new rules and regulations shall be effective immediately upon notice to the employee. The Company will, where not prohibited by security rules, provide all employees with written copies of the new or changed rule or regulation. If Company or Government security rules prohibit the written distribution of the new or changed rule or regulation, employees shall be provided oral notice and verify in writing that they have been provided notice of and understand the new or changed rule or regulation on a form developed for that purpose which shall be maintained by Company as part of its corporate records.

Appearance of the masculine pronoun throughout this Agreement does not imply discriminatory practices on the part of the Company or the Union and shall apply equally to all female employees.

An employee shall have access to and the right to inspection of his/her personnel record in the presence of a Company representative during normal business hours.

The Union Business Representative, or designee, may review personnel records related to any specific discipline or discharge grievance. Such review will be made subject to the written permission of the employee involved and in the presence of designated representative.

The nature of the Company's business requires that uniformed and/or non-uniformed employees present an acceptable appearance. Hair, clothing, makeup, and accessories should neatly and reasonably conform to standards appropriate to the working environment. The Company will not take administrative action unless the employee has been advised previously that his or her appearance is inappropriate.

The Union will provide a printed copy of this Agreement to current employees upon request within a reasonable time subsequent to notification of ratification by the Union.

Newly hired employees shall be provided a copy of this Agreement by the Company on his or her first day worked.

ARTICLE 22

DURATION

This agreement shall be in force from March 1, 2015, until midnight on February 28, 2018. Each party may notify the other of their intent to open this agreement for negotiations anytime within ninety (90) days before the expiration of the current agreement.

IN WITNESS WHEREOF, the parties have caused their representatives to sign this Agreement as full acknowledgment of their intention to be bound by the Agreement.

FOR: **International Brotherhood of Teamsters, Local Union No. 769**

(b)(6);(b)(7)(C)

By: _____

Title: (b)(6);(b)(7)(C) **Officer/Business Agent**

Date 3/25/15

By: _____

(b)(6);(b)(7)(C)

Title: (b)(6);(b)(7)(C) **Shop Steward**

Date 3-27-15

FOR: **Akima Global Services**

By: _____

(b)(6);(b)(7)(C)

Title: (b)(6);(b)(7)(C) **Director of Employee and Labor Relations**

Date 3/26/15

By: _____

(b)(6); (b)(7)(C)

Ti _____

Date 3/26/15

Appendix A

WAGE AND BENEFIT SCHEDULE

Listed below are the Wages and Benefits for the Food Service Workers and Cooks at the Krome Service Processing Center.

	Current (as of Effective Date)
Food Service Worker	\$ 12.72 / hour
Cook I	\$ 15.71 / hour
Cook II	\$ 20.46 / hour
Health & Welfare	\$ 4.56 / regular hour paid up to 40

Effective May 1, 2015

Food Service Worker	\$ 13.04 / hour
Cook I-	\$ 16.10 / hour
Cook II	\$ 20.97 / hour
Health & Welfare	\$ 4.80 / regular hour paid up to 40

Effective May 1, 2016

Food Service Worker	\$ 13.33 / hour
Cook I	\$ 16.46 / hour
Cook II	\$ 21.44 / hour
Health & Welfare	\$ 4.90 / regular hour paid up to 40

Effective May 1, 2017

Food Service Worker	\$ 13.63 / hour
Cook I	\$ 16.83 / hour
Cook II	\$ 21.92 / hour
Health & Welfare	\$ 4.90 / regular hour paid up to 40

Collective Bargaining Agreement
Between

AKIMA GLOBAL SERVICES, LLC.

and the

NATIONAL UNION OF SECURITY OFFICERS & GUARDS

(Detention Officers)

Effective July 1, 2014

Through June 30, 2017

**Collective Bargaining Agreement
Between
AKIMA GLOBAL SERVICES
-and -
NATIONAL UNION OF SECURITY OFFICERS & GUARDS
(Detention Officers)**

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Collective Bargaining Agreement

Between

AKIMA GLOBAL SERVICES, LLC.

and the

NATIONAL UNION OF SECURITY OFFICERS & GUARDS

Effective July 1, 2014
Through June 30, 2017

PREAMBLE

THIS AGREEMENT is made and entered by and between Akima Global Services, LLC, (hereinafter referred to as "AGS", "Employer" and/or "Company") and National Union of Security Officers and Guards, (hereinafter referred to as "NUSOG" or the "Union") having its office located at 148-06 Hillside Avenue, Jamaica, New York 11435, on behalf of its members at the ICE facility at Krome, FL (Krome Service Processing Center).

ARTICLE 1

GENERAL PROVISIONS

SECTION 1.1 BARGAINING UNIT

This Agreement is entered between Akima Global Services, LLC (hereinafter referred to as "AGS", "Company", and/or "Employer") and the National Union of Security Officers and Guards (hereinafter referred to as the Union or "NUSOG"). The Company recognizes the Union as the sole and exclusive bargaining representative of the employees in the unit described below for the purpose of collective bargaining as defined in the National Labor Relations Act.

The unit is defined as **all full-time and part-time Detention Officers** employed by AGS at Immigration and Customs Enforcement (ICE) Krome Service Processing Center, 18201 S.W. 12th Street, Miami, Florida 33194, with respect to wages, hours and conditions of employment, excluding all other employees including, office clerical employees and professional employees as defined in the National Labor Relations Act.

This Agreement shall be binding upon all parties, their successors and assigns. In the event of a sale or transfer of the business of the Employer, or any part thereof, the purchaser, transferee or assignment to a new contractor by ICE, shall be bound by this Agreement.

SECTION 1.2 NEGOTIATING COMMITTEE AND BARGAINING OBLIGATIONS

The Company agrees to recognize a Negotiating Committee composed of up to two members per shift from the Krome facility and two (2) members based at the Airport facility to represent the membership selected by the Union to represent the Employees in collective bargaining negotiations.

Obligation to Bargain. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining; that all such subjects were discussed and negotiated; and that the agreements contained herein were arrived at after the free exercise of such rights and opportunities.

Separability. In the event that a provision of this Agreement is held to be unlawful by a court of final jurisdiction or is rendered unlawful by a state or federal statute, all other provisions of this Agreement shall remain in full force and effect. In the event a provision of this Agreement becomes unlawful by such judicial or legislative action, the parties shall meet for the limited purpose of negotiating a substitute for said affected clause.

SECTION 1.3 CLASSIFICATIONS

- A. Full-time employees are those employees who regularly work an average of thirty-two (32) hours or more a week.
- B. Part-time employees are those employees who regularly work less than an average of Thirty-two (32) hours a week. Part-time employees are eligible for holiday pay and

vacation leave benefits. Part-time employees are eligible for all other benefits on a pro-rata basis to the hours they are regularly scheduled to work.

- C. Employees covered by this Agreement shall not be required as part of their regular duties to deliver office supplies, furniture, equipment or distribution that does not pertain to normal assigned duties. Nothing in this provision shall prohibit employees from being asked to transport something that can be carried with minimal exertion to someone if the employee is headed in that direction.
- D. Employees covered by this Agreement shall not be required to perform janitorial services other than picking up after themselves.

SECTION 1.4 STEWARD SYSTEM

- A. The Employer agrees to recognize one (1) shop steward and one (1) assistant shop steward for each shift at the location, duly appointed by the Union.
- B. The Union agrees that the stewards will work at their regular jobs at all times except when they are relieved to attend to the business of the Grievance Procedure as outlined in this Agreement. Aggrieved employees will be paid their regular rate of pay in the conduct of Company/Union business during scheduled working hours.
- C. If the Employee requests, the Company will call for a steward prior to any disciplinary action taken, whether it be written or verbal. The supervisor, at the request of the Employee, will release the steward as soon as possible.

SECTION 1.5 MANAGERS AND SALARIED PERSONNEL

Managerial and salaried Employees shall not perform the duties of the Employees in the bargaining unit, except in the following circumstances:

- a) Instruction, training, or assistance of an employee, including demonstrating proper methods of performing the work;
- b) Temporary substitution for an absent employee not to exceed the duration of a shift;
- c) To familiarize themselves with new jobs or processes; or
- d) When it is necessary to meet emergency requirements of customer and other emergencies when a bargaining unit employee is not available.

SECTION 1.6 UNION SECURITY

- A. An Employee who is a member of the Union at the time this Agreement becomes effective shall continue membership in the Union for the duration of this Agreement, to the extent of tendering the membership dues uniformly required as a condition of retaining membership in the in the Union and of continued employment.
- B. An Employee who is not a member of this Union at the time that this Agreement becomes effective shall, within ten (10) days after the 30th day following the effective date of this Agreement or date of hire, either:

1. Become a member of the Union and remain a member.
2. Pay the Union an Agency Fee. The amount of this agency fee shall be equal to that paid by regular Union members to include regular and usual initiation fees. The agency fee will not include any assessments, special or otherwise. Such payments shall commence on the 30th day after the date of hire.
 - a) Employees who are members of, and adhere to the established and traditional tenets of a bona-fide religion, body, or sect, which has historically held conscientious objections to joining or financially supporting labor organizations, shall, instead of the above, be allowed to make payments in amounts equal to the agency fee required above, to a tax-exempt organization (under Section 501(c)(3) of the IRS Code). The Union shall have the right to charge any Employee exercising this option, the reasonable cost of using the arbitration procedure of this Agreement on the Employee's individual behalf. Further, any Employee who exercises this option shall four times a year submit to the Union proof that the charitable contributions have been made in the amount that is equal to the agency fee amount.
- C. The obligations set forth in this Article shall only be effective to the extent permitted by controlling law, including, but not limited to, any Executive Orders permitting or restricting Union security rights. If there is a legal challenge to any provision of this Article, the Employer may suspend its obligations under this Article for the duration of the dispute after conferring on the matter with the Union.
- D. The Union, including its International, agrees to save and hold the Employer harmless from any and all claims, actions, suits, damages, or costs, including any attorney's fees incurred by the Employer, on account of any matter relating to the terms of this Article, including, but not limited to, any claims by any Employee(s) and compliance with the law.

SECTION 1.7 DUES CHECKOFF

- A. The Company agrees to deduct dues as designated by the Union on a monthly basis from the paycheck of each member of the Union. These deductions will be made only upon written authorization from the Employee on a form provided by the Union. It is understood that such deductions will be made only so long as the Company may legally do so. The Company will be advised in writing, by the Union, as to the dollar amount of the Union membership dues.
- B. The Company will remit all such deductions to the Financial Secretary/Treasurer within five (5) business days from the date that the deduction was made by check. The Company shall furnish the Financial Secretary/Treasurer with a deduction list, setting forth the name and amount of dues, within seven (7) business days of each remittance. The Union agrees to hold the Company harmless from any action or actions growing out of these deductions initiated by an Employee against the

Company, and assumes full responsibility of the dispositions of the funds so deducted, once they are paid over to the Union. Errors made by the Company in the deduction or remittance of monies shall not be considered a violation of this provision by the Union, providing such errors are unintentional and corrected when brought to the Company's attention.

SECTION 1.8 INTENT OF PARTIES

The Union and the Company agree to work sincerely and wholeheartedly to the end that the provisions of this Agreement will be applied and interpreted fairly, conscientiously, and in the best interest of efficient security operations. The Union and the Company agree to use their best efforts to cause the Bargaining Unit Employees, individually and collectively, to perform and render loyal and efficient work and services on behalf of the Company. The Company and the Union recognize that the objective of providing equal employment opportunities for all people is consistent with Company and Union philosophy, and the parties agree to work sincerely and wholeheartedly toward the accomplishment of this objective.

SECTION 1.9 EQUAL OPPORTUNITY (NON-DISCRIMINATION)

In connection with the performance of work under this Agreement, the Company and the Union agree not to discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, or national origin. The aforesaid provision shall include, but not be limited to the following: employment, upgrading, promotion, demotion, transfer, or selection for training.

The parties agree to comply with all applicable local, state, and/or Federal laws and Executive orders pertaining to non-discrimination and equal opportunity in employment. The Company and the Union agree to post in conspicuous places, available for employees and applicants for employment, notices provided by the appropriate contractual/regulatory agencies setting for the provisions of the equal opportunity requirements.

The provisions of this article will not operate to invalidate any other term or condition of this Agreement.

The Company and Union agree not to discriminate against an employee because of employee's exercise of the rights guaranteed in Section 7 of the National Labor Relations Act, as amended.

ARTICLE 2

SENIORITY

SECTION 2.1 SENIORITY DEFINED

- A.** Union seniority shall be the length of continuous service from the Employee's last date of hire as a Detention Officer for the Employer, past or present and/or any predecessor Employer. Seniority shall not accrue until the Employee has successfully completed the probationary period. Seniority shall be applicable in determining the

order of layoff and recall, vacation schedules, extra work, transfers, and other matters as provided for in this Agreement.

- B. For the purposes of vacation schedules, transfers, and extra work, union seniority shall be defined as seniority within the work site.
- C. Any Employee permanently transferred out of the designated Local Bargaining Unit for any reason shall lose their Union seniority as it applies to the order of layoff and recall, vacation schedules, extra work, and other matters as provided for in this Agreement.

SECTION 2.2 SENIORITY LISTS

The Company shall prepare an up-to-date seniority list (by last date of hire under the contract), which shall be posted on the furnished bulletin boards, and the Company shall furnish to the Union a duplicate copy of such seniority list, advising monthly of any additions or deletions thereto.

SECTION 2.3 PERSONAL DATA

Employees shall notify the Employer in writing, on the company provided form, of their proper mailing address and telephone number or of any change of name, address, or telephone number. The Company shall be entitled to rely upon the last known address in the Employer's official records.

SECTION 2.4 TRANSFER OUT OF UNIT

An employee who accepts a permanent management position with the Company within the Contract sites but outside the bargaining unit, shall retain the seniority the employee had at the date of the promotion to management, but shall not accumulate additional seniority while in that capacity. If the employee returns to the bargaining unit, the employee will return to a position on the seniority list to which he/she is entitled to according to his/her previously retained seniority.

SECTION 2.5 PROBATIONARY EMPLOYEES

Each newly hired employee shall be considered a probationary employee of the Company during his/her first ninety (90) days following completion of their required On-the-Job Training in Phase 1. The Union will still represent Probationary Employees for problems concerning wages, hours and working conditions. The Company reserves the right to decide questions relating to transfers, suspensions, discipline, layoffs, or discharge of Probationary Employees without recourse to the grievance procedure contained in this Agreement.

Probationary Employees do not have seniority until the completion of the probationary period, at which time seniority dates back to the date of hire. The Probationary period can be extended by mutual agreement between the Company and the Union.

The Employer shall notify the Union upon request of all new employees hired and of all employees terminated, setting forth their address and job classification and department.

SECTION 2.6 TERMINATION OF SENIORITY

The seniority of an Employee shall be terminated for any of the following reasons:

1. Employee is discharged for just cause;
2. Employee voluntarily quits;
3. A settlement with the Employee has been made for total disability, or for any other reason if the settlement waives further employment rights with the Employer;
4. The Employee is laid off for a continuous period of one hundred eighty (180) calendar days;
5. The U.S. Government revokes the Employee's credentials as a DO;
6. The Employee is permanently transferred out of the bargaining unit.
7. Employee has failed to express his or her intent to return to work, and/or does not return to work in accordance with the requirements in this article;
8. Employee fails to report to work for two (2) consecutive scheduled days without notifying the Company, except in case of circumstances beyond his or her control.

The seniority of an Employee shall not be terminated if the employee is unable to report to work because of a non-occupational injury or illness shall retain his/her seniority for one (1) year, except that he/she shall be subject to layoff according to his/her seniority. Employees who are unable to report to work because of an occupational injury or illness shall retain their seniority during the term of their disability, except they shall be subject to layoff according to their seniority.

ARTICLE 3

JOB OPPORTUNITIES

SECTION 3.1 FILLING VACANCIES

It is understood senior employees shall have preference of assignments to shifts and days off. An employee may file with the Company a written request for a change of shift or days off. The time and date of the filing shall be noted on the face of the request and the Company shall maintain them. When the Company does determine that an opening exists, the Company will fill the opening in the following manner:

1. Award the opening to the senior full-time employee in the same classification that has had a written request on file with the Employer a minimum of fourteen (14) calendar days. If no full-time employee has a written request on file with the Employer, the Company may then fill the opening as follows;
2. Award the opening to the senior part-time employee in the same classification that has had a written request on file with the Employer a minimum of fourteen (14) days. If no part-time employee has a written request on file with the Employer, the Company may then fill the opening as follows;

3. Post a notice of the opening to all full-time and part-time employees in the same classification; giving those employees seven (7) calendar days to request being awarded the opening in writing, and awarding the opening to the senior full-time employee that requested the opening in writing within the seven (7) calendar days. If no full-time employee requested the position, it will be given to the senior part-time employee who requested the opening in writing within the seven (7) calendar days. If no full-time or part-time employee requests being awarded the opening in writing within seven (7) calendar days, the Company may then fill the opening as follows;
4. Post a notice of the opening to all full-time and part-time members of the bargaining unit currently working in a different classification, but meeting all qualifications for the classification in which the opening exists, giving those employees seven (7) calendar days to request being awarded the opening in writing, and awarding the opening to the senior full-time employee that requested the opening in writing within the seven (7) calendar days. If no full-time employee requested the opening within seven (7) calendar days, the Company will then award the opening to the senior part-time employee that requested the opening in writing within the seven (7) calendar days. If no full-time or part-time member of the bargaining unit requests the opening in writing within seven (7) calendar days of the notification of the opening, the Company may then fill the opening as follows;
5. Fill the opening from outside the bargaining unit.

SECTION 3.2 LAYOFF AND RECALL

In the event of a layoff or recall from layoff, seniority shall control, provided the senior employee is capable of performing the available work. The employee with the least seniority shall be laid off first and recall will be in the inverse order of layoff. It is understood that probationary employees will be laid off before employees with seniority.

It is the responsibility of the laid off employee to keep the Company advised by certified mail of any changes in his/her mailing address. The employee shall reply to the Company his/her intent to return to work within seventy-two (72) hours after receipt of certified notice from the Company of recall. The employee will then have a maximum of five (5) calendar days to report for duty.

SECTION 3.3 TEMPORARY ASSIGNMENTS

In the interest of maintaining continuous operations, the Employer may temporarily assign an employee from a lower to a higher classification of work during any shift. The employee will receive the rate of pay for the higher classification for all time spent in the higher classification. An employee assigned to work in a lower classification will not have his rate of pay reduced.

To the extent feasible the assignment shall be a voluntary selection based on seniority and qualification. In the absence of volunteers, assignments shall be made on a reverse seniority and qualifications basis.

ARTICLE 4

MANAGEMENT'S RETAINED RIGHTS

SECTION 4.1

Management of the business and direction of the security force are exclusively the right of management. These rights include the right to:

1. Hire;
2. Assign work and schedule at the company's discretion;
3. Promote, Demote;
4. Discharge, discipline, or suspend based on Article 6;
5. Make and enforce work rules not inconsistent with the provisions of this agreement;
6. Require Employees to observe reasonable Employer rules and regulations;
7. Determine when overtime shall be worked;
8. Determine the qualifications of an Employee to perform work.

SECTION 4.2 RESERVATION OF RIGHTS

Any of the rights, powers, or authority the Company had prior to the signing of this Agreement are retained by the Company, except those specifically abridged or modified by this Agreement and any supplemental Agreements that may hereafter be made. The Company's failure to exercise any function reserved to it shall not be deemed a waiver of any such rights.

ARTICLE 5

GRIEVANCE PROCEDURE

SECTION 5.1 INTENT

A grievance shall be defined as any dispute concerning the application or interpretation of this Agreement, or any dispute concerning wages, hours, or working conditions of employees covered by this Agreement. However, only grievances concerning the interpretation or application of specific provisions of this Agreement shall be subject to arbitration hereunder.

The grievance procedures outlined herein shall not be used for any action or order of removal of an Employee from working under the contract by the U.S. Government, revocation of required clearances by the U.S. Government, or loss of any licenses required by the State of Florida. In addition, the grievance procedures outlined herein shall not apply to any situation where the Company is acting under the express directives of the U.S. Government or the State of Florida.

SECTION 5.2 GENERAL PROVISIONS

The number of days outlined in Section 5.3 in the processing and presentation of grievances shall establish the maximum time allowed for the presentation and processing of a grievance. The term "days" shall not include Saturday, Sundays or holidays when used in this Article.

Should either the Company, the Union, or the aggrieved employee fail to comply with the time limits as set forth in this Article, the party who failed to comply with the time limits shall forfeit the grievance.

When the Company requests a meeting with the shop stewards/committee during working hours, the Union members will not be docked for time lost in attending such meeting. However, pay for such meeting shall not extend to hours in excess of eight (8) in one workday and no overtime shall be paid. In the event of grievance on the graveyard shift, the Company agrees to meet with the Union at 0600AM during regular workdays for the purpose of discussing the grievance.

SECTION 5.3 GRIEVANCE PROCEDURE

All grievances shall be presented and processed in accordance with the following procedures:

- A. Step One. The Employee or Union Representative shall, not later than ten (10) days after the incident being grieved, set forth the facts in writing, specifying the Article and paragraph allegedly violated. This shall be signed by the aggrieved Employee or the Union Representative, and shall be submitted to the Project Manager or designee. The Project Manager or designee shall have ten (10) days from the date the grievance was received by the Project Manager or designee to return a decision in writing to the aggrieved Employee, the Union Representative and NUSOG at its address as stated in this Agreement's preamble.
- B. Step Two. If the grievance is not settled in Step One, the grievance may be appealed in writing through the Project Manager to the Director of Operations or Company's Human Resources Manager or designee no later than ten (10) days from the denial by the Project Manager or designee. The Human Resources Manager or designee will have ten (10) days from the date the grievance was received to return a decision, in writing, with a copy to the aggrieved Employee, the Union Representative and NUSOG at its address as stated in this Agreement's preamble.
- C. Grievance for Discipline. Any grievance involving discharge or other discipline may be commenced using this procedure. Disciplinary charges must be served on the employee no later than thirty (30) days after the alleged misconduct. The written grievance challenging the discharge or discipline shall be presented to the Project Manager or designee within ten (10) days after disciplinary charges have been served on the employee.

SECTION 5.4 ARBITRATION PROCEDURE

- A. Selection of an Arbitrator. Within ten (10) days of the Union's receipt of the Human Resources Manager's decision, the Company and the Union will meet either in person or telephonically to jointly attempt to agree upon the selection of a neutral arbitrator. If, within ten (10) days, the parties fail to agree upon the selection of an arbitrator, the Union will request the American Arbitration Association to supply a list of arbitrators. An arbitrator will be selected per the rules of the American Arbitration Association

- B. Decision of the Arbitrator. The decision of the arbitrator shall be final and binding upon the parties to the Agreement. Any decision shall be complied with, without undue delay after the decision is rendered. It is understood and agreed between the parties that the arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement.
- C. Arbitration Expense. The arbitrator's fees and expenses, including the cost of any hearing room, shall be shared equally between the Company and the Employee. Each party to the arbitration will be responsible for its own expenses and compensation incurred bringing any of its witnesses or other participants to the arbitration. Any other expenses, including transcript costs, shall be borne by the party incurring such expenses.
- D. Time Limits. The decision of the arbitrator shall be rendered as soon as possible after the dispute has been submitted to him/her.
- E. The arbitrator shall have no authority to amend, modify, change, add to, or subtract from any of the terms or conditions of this Agreement or to base a decision on any past practice which is inconsistent with the provisions of this Agreement.
- F. The limits set forth herein may be extended only by mutual agreement of the union and the Company.

SECTION 5.5 CLASS ACTION

The Union shall the right to file a group grievance (class action) or grievances involving more than one (1) Employee at Step One of the grievance procedure.

SECTION 5.6 INDIVIDUAL GRIEVANCES

No individual may move a grievance to arbitration.

ARTICLE 6

DISCIPLINE

SECTION 6.1 GROUNDS FOR DISCIPLINE AND DISMISSAL

Disciplinary action will consist of a verbal warning, a written warning and suspension or termination. The Employer may skip one or more of these steps, depending on the severity of actions causing the disciplinary action.

After completion of the probationary period, no Employee shall be dismissed or suspended without just cause. Just cause shall include any action or order of removal of an employee from working under the contract by the U.S. Government, or revocation of required credentials by ICE.

The Company's contract with the U.S. Government sets out performance standards for the DOs and all Employees are required to comply with these standards. Failure to do so may lead to disciplinary action. These performance standards will be issued to each Employee and must be signed, acknowledging receipt, by the Employee and may be updated by the Company each year. Employees agree to comply with any non-disciplinary directive issued by the Government.

SECTION 6.2 GENERAL PROVISIONS FOR DISCIPLINE AND DISMISSAL

The Company's contract with the U.S. Government sets out performance standards for the DOs in and all Employees are required to comply with these standards. Failure to do so may lead to disciplinary action. These performance standards will be issued to each Employee and must be signed, acknowledging receipt, by the Employee and may be updated by the Company each year. Employees agree to comply with any non-disciplinary directive issued by the Government.

Upon written request, the Company will provide the Union, in a timely manner, with all information concerning the removal that they may legally release, and will provide the Union with any relevant information concerning the proper Government point of contact and their contact data. The "final decision" on the employee's removal shall be determined by the Government, and the Employer shall be held harmless by the Union and the employee for any further claims made after this final determination. This provision is not intended to limit or prohibit the rights of any party to seek relief from other parties.

SECTION 6.3 MEMBERS RIGHTS

Any time an employee is to be interviewed and disciplinary action may be taken, he/she may have a Shop Steward or Union representative present. Both the employee and Union representative are entitled to know what the meeting is about and are entitled to consult prior to the interview.

SECTION 6.4 ADMINISTRATIVE LEAVE

The Company has the right to place individuals on administrative leave without pay during an investigation. If the Employee is cleared during the investigation, they will be reinstated with back pay for the length of the administrative leave. If the Employee is found to have engaged in conduct which merits termination, they will be terminated and not compensated for their administrative leave. If the investigation finds that there is not just cause for termination, but lesser discipline is justified, some or all of the administrative leave can be converted to a disciplinary suspension.

ARTICLE 7

HOURS OF WORK AND OVERTIME

SECTION 7.1 WORKDAY AND WORKWEEK

For the purposes of this Article, a regular workweek of forty (40) hours of work, excluding lunch periods, shall constitute a normal full-time workweek for full-time Employees. Shifts shall be

scheduled at the discretion of the Employer to fulfill the needs of the U.S. Government. Nothing contained herein shall guarantee to any Employee any number of hours of work per day or week.

The workweek is 12:00am Sunday to 11:59pm Saturday. The workday shall be defined as an 8 hour shift between 12:00am and 11:59pm

SECTION 7.2 OVERTIME

A. Overtime pay is calculated at one and one-half (1 and ½) times the employee's regular rate for all hours worked over forty (40) hours in one (1) workweek. Hours paid that are not worked, e.g. vacations, do not count as hours worked for overtime purposes.

SECTION 7.3 OVERTIME ASSIGNMENT

Bargaining Unit Employees will be expected to work reasonable overtime assignments. A list of volunteers shall be compiled by seniority for each shift. When the senior volunteer works overtime, his/her name will go to the bottom of the list.

When a Bargaining Unit Employee is next on the list, and cannot work because of personal reasons, he/she will be passed over and the next Bargaining Unit Employee on the list will work overtime and the Bargaining Unit Employee's name who turned down the overtime assignment will be next in turn for overtime.

Mandatory Overtime: When the overtime requirement is involuntary, the Bargaining Unit Employee with the least seniority will be required to meet the overtime requirement on a rotating basis. This includes involuntary call-in, which results in overtimes.

Employees shall be permitted to make trades of work days with other employees, provided each employee is qualified to perform the duties, and provided that the trade will not cause the company to be required to pay overtime or other compensation greater than what it would be required to pay if the trade was not made. All trades will be approved in advance by the Project Manager or Site Captain.

On-Call Overtime: When Employees are needed to cover absences or posts on an on-call basis, Employees who are not scheduled for forty (4) hours of work in the week shall be contacted first. If the shift cannot be filled by such Employees and overtime would be required, the Company would then offer such time to Employees who had volunteered for such work based on seniority on a rotating basis. The Company will provide a method for employees to volunteer overtime. Employees must volunteer without restrictions, including posts or locations. If there are insufficient volunteers, employees will be mandated to work such on-call assignments pursuant to this Article.

(NOTE: The federal law states that any employee who works over 40 hours in any given work week shall receive overtime, therefore the trade must take place in the same workweek for pay).

It is agreed that Bargaining Unit Employees will not be given time off in order to offset the payment of overtime.

SECTION 7.4 REST PERIODS

There shall be one twenty (20) minute paid rest period for each eight (8) hour shift and one ten (10) minute paid rest period per 4 hours of additional time worked on the same day. These rest periods require that the Employee be properly relieved before leaving their post. The Company recognizes the requirement to make its best efforts to provide regularly scheduled breaks. It is not the intent of the Company to avoid this requirement.

SECTION 7.5 GEAR UP/GEAR DOWN

All employees shall be compensated for time spent on post and for time spent on paid rest periods in accordance with Section 7.4. Employees shall not be compensated for any other time spent on the jobsite. Employees' arrival and departure times from the jobsite shall not be unreasonably restricted.

ARTICLE 8

WORK SHIFTS AND PAYMENT POLICIES

SECTION 8.1 WAGE SCHEDULE

All employees shall receive not less than the minimum wage rate as set forth in the scheduled job titles and wage rates as reflected in Appendix "A" attached hereto and made a part hereof.

SECTION 8.2 CALL IN PAY

In the event employee reports to work for his/her shift without having been notified not to report, and work is not available, the employee shall be paid four (4) hours reporting pay at his/her regular rate of pay, including all benefits and allowances. Acts of God and failure of equipment beyond the Contractor's control shall nullify the Contractor's requirement to pay such reporting time pay.

SECTION 8.3 PAYDAY

Wages are paid by check, employees shall be paid during their shift but no later than the end of their shift on payday. Employees working 11:00 P.M. – 7:00 A.M. shift shall be paid during their shift but no later than 7:00 A.M. on payday unless notified by the company of an unforeseen delay in the process.

At its sole discretion, the Company will make its best efforts to pay employees every two (2) weeks by Direct Deposit no later than 12:01 A.M. on payday.

SECTION 8.4 UNDISPUTED ERROR

In case of an undisputed error on the part of the company as to an Employee's rate of pay, proper adjustment will be made in the next paycheck after the error has been brought in written form to the Company's attention. Any error, involving eight (8) hours of pay or more, will be corrected and paid within three (3) working days.

ARTICLE 9

HOLIDAYS

SECTION 9.1 HOLIDAYS DEFINED

Whenever the term "holiday" is used, it shall mean:

<i>New Year's Day</i>	<i>Labor Day</i>
<i>Martin Luther King Jr. Birthday</i>	<i>Columbus Day</i>
<i>President's Day</i>	<i>Veteran's Day</i>
<i>Good Friday</i>	<i>*Thanksgiving Day</i>
<i>Memorial Day</i>	<i>*Christmas Day</i>
<i>Independence Day</i>	<i>Employee's Birthday</i>

SECTION 9.2 MISCELLANEOUS HOLIDAY PROVISIONS

- A. The parties recognize that the Krome operation is a 24 hour a day / 365 days a year operation and must be staffed accordingly. As such, employees will be required to work on the holidays recognized above.
- B. A full-time position Employee who is not required to work on a holiday shall be paid eight (8) hours straight time, exclusive of any shift premium for that holiday.
- C. Any full-time position Employee who works as scheduled on a holiday shall receive the Employee's appropriate rate of pay for all hours worked, and in addition, shall receive eight (8) hours holiday pay at the straight time rate as described in (A) above.
- D. In the event that the Holiday falls on a weekend, the term "holiday" will refer to the day that the U.S. Government designates as the Holiday.
- E. The twelve (12) holidays shall be paid for regardless of the day of the week on which they fall.
- F. The employee who is requested and agrees to work on any of the above-named holidays but fails to report to work for such holiday shall not receive holiday pay, and shall be subject to discipline.
- G. Employees assigned to work Christmas and Thanksgiving will receive time and a-half plus the eight (8) hours holiday pay.
- H. Employees who work less than forty (40) hours per week average will have their holiday pay pro-rated based on average hours worked per week.

ARTICLE 10

VACATIONS

SECTION 10.1 ELIGIBLE FULL-TIME AND PART TIME EMPLOYEES

Eligibility for vacation benefits shall be based on Department of Labor (DOL) rules under Service Contract Act. Eligible full-time Employees shall be entitled to annual vacation based on their continuous years of service with the Employer (based on the Employee's anniversary date of employment) at their individual hourly rate of pay at the time payment is made in accordance with the following schedule:

An Employee who is assigned less than 40 hours per week on a regular basis, will receive prorated vacation benefits based on hours worked in the previous year based on the employee's anniversary date.

Upon completion of one (1) year of service: eighty (80) hours

Upon completion of five (5) years of service: one-hundred and twenty (120) hours

Upon completion of ten (10) years of service: one-hundred and sixty (160) hours

SECTION 10.2 SCHEDULING VACATIONS

Provided that the Employee has time available to cover the requested time, vacations, insofar as is reasonably possible, shall be granted at the times most desired by the Employee, after the Employee's anniversary date.

SECTION 10.3 UNUSED VACATION

Vacations shall not be cumulative from one year to the next. Any earned but unused vacation time remaining at the end of a year of service (based on Employee's anniversary date of employment) shall be paid to the Employee.

SECTION 10.4 PAY IN LIEU OF VACATION LEAVE

If an Employee has not been able to schedule all their earned vacation leave during the year, and risks losing this unused vacation leave, then the Company will allow the Employee to cash out any vacation leave remaining at the end of the Employee's anniversary year.

SECTION 10.5 TERMINATING EMPLOYEES

Upon termination of employment, Employees will be paid at their individual hourly rate vacation time earned as of their last anniversary date, but not used, as entitled by the Service Contract Act. (Example: An Employee who terminates one month into the next anniversary year is entitled to any of the previous year's earned accrued vacation not already used, and not to the additional month accrued in the new anniversary period).

SECTION 10.6 VACATION - LAID OFF EMPLOYEES

Length of service with the Employer shall accrue for the purposes of vacation benefits while an Employee is on laid-off status for up to one (1) year. Employees will only be paid vacation benefits upon returning to work.

SECTION 10.7 VACATION – LENGTH OF SERVICE

Vacation schedules shall be based on length of service as defined with the present contractor and with prior contractors in the performance of work at various building at ICE, Krome Service Processing Center.

SECTION 10.8 VACATION - INCREMENTS

Consistent with Employer approval, efficiency, and economy of operations, Employees with two (2) or more weeks of vacation may take their vacation in segments of not less than one (1) week each. Those with more than two weeks' vacation may take the additional week in one (1) day, eight (8) hour increments.

SECTION 10.9 HOLIDAYS OCCURRING DURING A SCHEDULED VACATION

Should a holiday occur during an employee's vacation, the employee shall receive one (1) additional day's vacation with pay, or pay in lieu thereof, at the option of the employee.

ARTICLE 11

LEAVES OF ABSENCE

SECTION 11.1 LIMITATIONS

Personal leaves of absence for non-medical emergencies may be granted at the sole discretion of the Employer without loss of seniority to the Employee. Such leaves, if granted, are not to exceed 30 days, unless a special extension is approved by the Employer. An employee on any unpaid leave of absence will be required to use available vacation or personal leave time in full before beginning the unpaid leave. Length of service with the Employer shall not accrue for purposes of vacation, holiday, or other accrued benefits for any unpaid leave of absence over thirty (30) days. The Employer will make every reasonable effort to maintain an Employee's position while on a non-statutory unpaid leave of absence. Unpaid leaves of absence may be taken only with written approval of the Employer or in a case of verified personal emergency. Failure to report for scheduled shifts without Employer permission will Supervisor to disciplinary action.

Any full-time employee who uses more than two (2) days of leave without pay (LWOP) per Government contract year for absences not covered by Family and Medical Leave Act of 1993 (FMLA), Worker's Compensation, or whose absence is not a company approved accommodation and/or leave, will face discontinuance of employment.

All unpaid leaves of absence under this article are without pay, benefits, or allowance.

SECTION 11.2 MEDICAL LEAVE

A. The Family and Medical Leave Act of 1993 (FMLA) is incorporated herein.

- B. The Company agrees to honor the FMLA for all eligible Employees.
- C. During medical leave, the Employee shall be required to furnish a report from the doctor when requested periodically by the Employer. Upon the expiration of said leave, the Employee shall furnish the Employer with a statement, signed by the doctor, which establishes the fitness of the Employee to return to the Employee's previously held work. Any Employee who is not able to return to work with a medical clearance from a licensed physician at the end of a maximum medical leave shall be terminated from Employment.
- D. If the Employee files for medical leave on false pretext or works for another employer without pre-authorization from the company, the Employee will be removed from the DO program and from employment with Employer.

SECTION 11.3 MILITARY LEAVE

An Employee of the Company who is activated or drafted into any branch of the armed forces of the United States under the provisions of the Selective Service Act or the Reserve Forces Act shall be granted an unpaid military leave of absence, as required under the federal law, for the time spent in full-time active duty. The period of such leave shall be determined in accordance with applicable federal laws in effect at the time of such leave.

An employee must furnish the Employer with a copy of his or her orders within five (5) days of receipt of such orders.

SECTION 11.4 UNION LEAVE

Up to four (4) union representatives will be granted an unpaid leave of absence no more than once a year for a maximum of five days upon written request for the purpose of attending Union conventions or other meetings of vital interest to the Union as long as staffing requirements permit. More time may be granted upon mutual agreement between the Company and the Union.

SECTION 11.5 PERSONAL LEAVE

Each full-time Employee shall be eligible to use a maximum of 3 days of personal leave per 12-month year worked. Eligible full-time Employees shall be entitled to personal leave upon completing one year of continuous service with the Employer (based on the Employee's anniversary date of employment).

- A. Personal days shall be used in no less than four-hour increments and shall be paid when taken by the Employee as approved at least fourteen (14) days in advance by the Project Manager or Assistant Project Manager.
- B. Employees who work a regular schedule of less than 40 hrs per week will receive pro-rated benefits based on the number of actual hours worked in the previous year based on anniversary date.

- C. Unused personal days shall not be cumulative from year to year. Any unused, earned personal leave pay will be paid to Employee within the month following their anniversary date.
- D. Upon termination of employment, Employee will be paid at their individual hourly rate for any unused, earned personal leave, based upon the number of actual hours Employee worked during that year based on hire date anniversary. If the Employee has used more personal days upon termination than he/she earned based upon time worked on the contract (2 hours per full month worked), the amount of the overage will be deducted from the Employee's final paycheck. (Example: If Employee works only six months and therefore earns twelve (12) hours of personal leave, but actually uses sixteen (16) hours of personal leave, the extra four (4) hours' pay will be deducted from Employee's final paycheck).
- E. Personal leave (and vacation) days will be used to cover absences caused by illness if the employee has exhausted their sick leave. Any Employee who is unable to report to work because of sickness must notify the Employer at least two (2) hours prior to the beginning of his/her regular shift in order to be eligible for paid personal leave benefits. Proof of illness may be required. Disciplinary action may result from excessive, unapproved absenteeism.

SECTION 11.6 SICK LEAVE

- A. Each full-time Employee shall be eligible to use a maximum of six (6) days of sick leave per 12-month year worked. Sick leave shall accrue at the rate of 1 day for each 2 months worked.
- B. Sick leave will be payable for full days of absence due to illness commencing on the first (1st) day of illness, and will not be paid for more than eight (8) hours at the employee's regular straight time rate for each day the employee is eligible to receive sick pay. Sick leave will not be considered as time worked for purposes of computing overtime.
- C. If the Employee is absent from work for three (3) or more consecutive days, the Employer will require the employee's health care provider to complete the Company's Fitness for Duty form. This form must be submitted to the Employer's Human Resources department for review prior to or on the day of the Employee's return to work after three (3) consecutive days of absence. This form will be available electronically, hard copy or fax via the following manners:
 - a) The Company's Intranet;
 - b) Upon request from Human Resources department; or
 - c) Upon request from the Employee's supervisor
- D. Any Employee who has unused Sick Leave at the end of the anniversary year shall be permitted to carry over six (6) days of sick leave to have a maximum accrued bank of twelve (12) days of sick leave at any time. Accrual beyond twelve (12) days of sick leave will not be permitted.
- E. Employees who work less than forty (40) hours per week average will have their Sick pay pro-rated based on average hours worked per week over the prior year.

- F. Employees must use any accrued Sick Leave to cover absences due to an illness before they can use Personal or Vacation Leave.

SECTION 11.7 PROCESSING UNPAID LEAVES OF ABSENCE

The Employer will consider requests for unpaid leaves of absence and may grant them at its sole discretion. An unpaid leave of absence must be processed in the following manner:

- A. All requests for unpaid leaves of absence shall be submitted in writing to the Project Manager at least ten (10) calendar days prior to the date the leave will take effect, except in cases of verified personal emergencies, and include:
- a) The reasons for such leave;
 - b) The effective dates of such leave; and
 - c) The estimated date of return to work.
- B. The Company will respond to the request within five (5) working days.
- C. The written request for leave of absence shall be submitted to the Human Resources Manager or the Project Manager for final approval. If the request for the leave of absence is approved, a copy of the approved leave of absence will be given to the Employee involved.
- D. Extensions of the leave of absence may be granted at the sole discretion of the Employer, upon written request by the Employee within ten (10) calendar days prior to the expiration of the leave of absence. Extensions, when granted, shall not total more than thirty (30) days.

SECTION 11.8 GENERAL PROVISIONS

Seniority shall accumulate during the period of any approved leave of absence subject to the provisions of this Agreement.

SECTION 11.9 BEREAVEMENT

If it is necessary for an employee to lose time from work because of death in the immediate family, the employee shall be entitled to three (3) days paid leave of absence at his or her straight-time rate of pay. If a death in the immediate family occurs among a member of the immediate family who resided out-of-state, the employee shall be entitled to five (5) days paid leave of absence at the employee's straight-time rate of pay.

Immediate Family. This is defined to mean an employee's father, mother, spouse, sister, brother, children (including legally adopted children and/or stepchildren), father-in-law, mother-in-law, sister-in-law, brother-in-law, grandparents, and grandchildren. In addition, Employees will be allowed paid bereavement leave for up to one aunt or uncle in a year. In the event there are additional deaths of aunts or uncles in a year, the Company will make its best efforts to provide additional time off. Employees will be able to use accrued vacation or personal leave during such absences.

The Employer will require the death certificate or the state/county equivalent when an employee requests a paid leave. Employees will be provided time to produce the death certificate to the Company from the start of the bereavement leave. Employees will be provided up to thirty (30) days for death of covered family member if the family member lived in Florida, forty-five (45) days if they live in another state within the United States, and sixty (60) days for deaths outside of the United States.

SECTION 11.10 JURY DUTY

If an employee is called for jury duty, upon written notice that the employee has served, the Employer shall reimburse employee for each day served, less all fees collected for serving, at a regular rate of base pay.

This will be pro-rated for all part-time employees. Transportation fees to employees are not to be counted as jury duty pay. If any employee is called as a witness to a crime on the facility, then he shall be compensated for all time lost.

Employee must inform the Company immediately in writing upon receiving a notice to report for jury service. The Employer reserves the right to request an exemption.

SECTION 11.11 ABSENTEEISM FROM DUTY

An employee must call in to the appropriate supervisor two (2) hours prior to the start of the scheduled shift. In the event an emergency prevents an employee from reporting to work and notifying the office prior to the scheduled shift, an employee must contact the appropriate Supervisor as soon as possible and explain the failure to report for duty. Explanations are subject to verification. Unverified and unexcused absences from duty will result in disciplinary action.

AGS considers that an employee has resigned their position voluntarily (voluntary separation) if the employee is absent from duty due to "no call/no show" more than 2 consecutive days or 5 days in a contract year.

ARTICLE 12

HEALTH, WELFARE AND UNIFORM ALLOWANCES

SECTION 12.1 PAYMENTS

For the term of this Agreement, the employer will provide Medical Coverage for all employees who work at least thirty (30) hours per week to include their legal dependents.

Participation by Employees in the Company's Health and Welfare ("H&W") Plans shall be in accordance with the terms of those Plans as they presently exist and as they may be amended by the Employer from time to time. The H&W Plans currently include medical insurance, dental insurance, vision insurance, and the Shop Plan – hospital reimbursement plan.

The Union shall have the option, at its discretion, to request modifications to the design of the Company's H&W Plans, and shall also have the option to substitute its own H&W Plans for the Company's H&W Plans. Any such requested changes to the Company's H&W Plans, and any such substitution of Plans, shall be negotiated between the Company and the Union.

The parties further agree that Employees may be required to make contributions to the H&W Plans amounts vary according to the type of coverage. Changes to the contributions will not occur without at least 30 days' notice to the Union and Employees, and contributions will be done on a pre-tax basis in accordance with IRS regulations.

For the life of this Agreement, the Employer will make health and welfare payments on all hours worked up to forty (40) hours per week, and up to a total of 2080 hours per contract year, as described in Appendix A.

SECTION 12.2 OTHER BENEFITS

The Employer will offer Employees the opportunity to participate in other available Employee paid fringe benefit programs made available to all Detention Officers employed by the Company. These programs may include cafeteria plans, payroll deduction plans, retirement plans, insurance plans, 401(k) plans, and any other plan mentioned in this Agreement.

SECTION 12.3 UNIFORM AND UNIFORM MAINTENANCE

Uniforms shall be supplied where required by the Employer. Members shall return all the uniforms issued to them upon separation or eighty percent (80%) replacement cost for uniform items and one hundred percent (100%) for replacement cost of equipment.

The Employer will pay the Employee an allowance for each hour worked, up to 40 hours per week, for uniform maintenance as described in Appendix A.

ARTICLE 13

MISCELLANEOUS PROVISIONS

SECTION 13.1 BULLETIN BOARDS

The provision of these facilities is the prerogative of the U.S. Government, who owns and controls all worksite facilities.

A. The Union shall provide an appropriate bulletin board exclusively for the use of the Union for the posting of non-controversial notices, such as:

- a) Notices of Union recreational and social affairs;
- b) Notices of Union elections;
- c) Notices of Union appointments and results of Union elections;
- d) Notices of Union meetings;
- e) Union updates of negotiations.

B. There shall be no other postings on the Union's bulletin board by the Union, by employees or by the Company, of advertising or of any political matters.

C. Employer has no say in the use of the Union's bulletin board, except in order to maintain proper decorum or when directed by the government.

SECTION 13.2 PHYSICAL EXAMINATIONS

The Employer may require, as a condition of initial and continued employment, that applicants and employees submit to physical examinations including Physical Agility and endurance tests, to determine fitness for duty. Such examinations may include laboratory tests to detect the presence of alcohol or illicit drugs. Such laboratory tests may be administered before the commencement of work, after layoffs or leaves of absence in excess of thirty (30) calendar days, after on-the-job accidents, and upon reasonable suspicion of drug or alcohol use or impairment. The Employer may also require employees to undergo such laboratory tests on an annual basis. When required, such annual examinations will be given within fifteen (15) days of an employee's anniversary date. The Employer shall bear the cost of the initial and of the annual physical examination. Personal leave, with the permission of the supervisor, may be used for taking client-required re-examinations. For such re-examinations, employee shall make every attempt to use insurance coverage by Employer or otherwise owned by employee. Other than through insurance, Employer shall not cover the costs of client-required re-examinations.

SECTION 13.3 TRAVEL EXPENSES

The Company will provide advance payments for Company authorized and approved travel expenses if requested by an Employee. Any workday that includes travel and totals over twelve (12) hours may require the Employee to stay overnight, and the appropriate per diem will be paid. All hours in travel up to a maximum of eight (8) per day will be counted as work hours, with the appropriate overtime wages provided for under this Agreement. Employees will be reimbursed for all authorized expenditures of any authorized travel within twenty (20) days from the day Employer receives the properly completed travel voucher and all required receipts.

SECTION 13.4 BREAK ROOMS

The Employer will make its best effort to obtain from the U.S. Government break rooms for DOs for breaks and lunch, without management using the room as an office, and will make its best prerogative of the U.S. Government effort to have the U.S. Government equip the room with water. The providing of these facilities is the prerogative of the U.S. Government.

SECTION 13.5 LOCKERS

The Employer will make its best effort to obtain lockers from the U.S. Government for the use of the DOs. The providing of these facilities is the prerogative of the U.S. Government.

SECTION 13.6 UNION MEETINGS

Neither Union officials nor Union members shall, during working time (excluding break and lunch periods), solicit membership, receive applications, hold meetings of any kind for the transaction of Union business, or conduct any Union activity other than the handling of grievances as described in this Agreement. No Employee may leave their post without

permission from the Employer under any circumstances, unless there is appropriate Government permission granted. No Employee may be at the worksite at any time unless on duty at that time.

SECTION 13.7 VISITATION

It is agreed that the Union representative shall have access to the various buildings under ICE, Krome Service Processing Center, Miami during working hours, to ascertain whether the Agreement is being properly observed, providing there is a minimum interruption of normal course of the operation at the various buildings under ICE, Krome Service Processing Center, Miami and all regulations of the Government are complied with. It is mutually understood that the Employer has no control over who can visit the site. This control is solely with ICE, Krome Service Processing Center, Miami.

ARTICLE 14

401(k) PLAN

The Company shall provide a 401(k) plan to which Detention Officers are eligible to contribute, whether Union or Non-Union. At the direction of the individual Employee, the Company will deposit the pension payments to the Employee's 401(k) account. Employees shall be subject to the eligibility requirements and rules of the Plan. Participation by Employees in the 401(k) Plan shall be in accordance with the terms of the 401(k) Plan as it presently exists, and as it may be amended by the Employer from time to time.

The Union shall have the option, at its discretion, to substitute its own 401(k) Plan for the Company's 401(k) Plan. If such a change is made, the Company will deposit the pension payments exclusively to the Union's 401(k) Plan. The Union must provide the Company with ninety (90) days' notice before such a transition would become effective to enable the Company to make all necessary changes to facilitate the transition.

ARTICLE 15

SAFETY

SECTION 15.1 SAFETY POLICY

It is the policy of the Company to make its best efforts to provide Employees with places and conditions of employment that are free from or protected against occupational safety and health hazards. Under this Agreement, all worksites and facilities are the property of the U.S. Government, who is responsible for the condition and safety of the worksite. The Company agrees to permit one (1) bargaining unit member selected by the Union to participate in any locally scheduled safety meetings.

SECTION 15.2 OSHA STANDARDS

The Company will report any safety violations observed or reported to the Company in any U.S. Government-provided DO workstation or break room.

ARTICLE 16

CONTINUITY OF OPERATIONS

A. **No Strike-No Lockout Provision.** It is the intention of the parties to adjust any and all claims, disputes, or grievances arising hereunder by resort to the procedures provided in this Agreement, and it is therefore agreed that during the life of this Agreement, there shall be no cessation of work, whether by strike, walkout, lockout, sick-out, picketing, or other interference with or curtailment of performance of duties, including sympathy strikes.

B. **Strike Lines.** During the life of this Agreement, a refusal by an employee or employees to cross a strike line at the employees' regular place of employment, established by the Union or any other labor organization or established by any other group, shall constitute a violation of Section A of this Article.

The Union agrees as part of the consideration of this Agreement that it will, within twelve (12) hours, take steps to end any work stoppages, strikes, intentional slowdown, picketing, or suspension of work, and shall notify its members by telephone, email, newspaper, and Employer and Union bulletin boards of such violation of this Agreement and shall instruct its membership to return to work immediately.

The Union agrees that it will not assist employees participating in such work stoppage, strikes, intentional slowdowns, picketing, or suspension of work against whatever disciplinary action the Employer may take and that such disciplinary action shall not be subject to the regular Grievance Procedure or to this Agreement.

ARTICLE 17

SEPARABILITY OF CONTRACT

In the event that any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction or through U.S. Government regulations or decree, such parties hereto agree to renegotiate such provision or provisions of this Agreement for the purpose of making them conform to the decree or U.S. Government statutes, so long as they shall remain legally effective. It is the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

Should any part of this Agreement or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by a decree of any court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof. Remaining parts or provisions shall remain in full force and effect.

ARTICLE 18

ENTIRE AGREEMENT

The parties acknowledge that during the negotiation which resulted in the Agreement, the unlimited right and opportunity to make demands and proposals with respect to any or matter not removed by law from the area of collective bargaining, and all understand agreements reach by the parties are set forth in this Agreement. Therefore, the Company and the Union shall not be obligated to bargain collectively on any matter pertaining to conditions of employment, including but not limited to, rates of pay, wages, hours of work, disciplinary actions, training requirements, etc., during the term of this Agreement, except as specifically provided for in other provisions of this Agreement.

ARTICLE 19

DURATION

This Agreement shall be effective from July 1, 2014 through June 30, 2017 and supersedes any and all prior agreements or understandings between the parties.

IN WITNESS WHEREOF, the parties have caused their representatives to sign this Agreement as full acknowledgment of their intention to be bound by the Agreement.

FOR: National Union of Security Officers and Guards

(b)(6);(b)(7)(C)

[Redacted Signature Box]

Date

1/6/16

FOR: Akima Global Services, LLC

(b)(6);(b)(7)(C)

[Redacted Signature Box]

Name: (b)(6);(b)(7)(C)

Title: DIRECTOR, LABOR & EMPLOYEE RELATIONS

Date

1/26/15

Appendix A

WAGE SCHEDULE

Hourly Wage Rate:

Effective May 1, 2015	(b)(4)	per hour *
Effective May 1, 2016		per hour *
Effective May 1, 2017		per hour *

**A shift differential of four percent (4%) of the employee's regular hourly rate shall be paid for all hours worked between 2 P.M. and 10 P.M. A shift differential of six percent (6%) of the employee's regular hourly rate shall be paid for all hours worked between 10 P.M. and 6 A.M.*

Uniform Allowance:

Effective May 1, 2015	(b)(4)	per hour up to 40 hours per week
Effective May 1, 2016		per hour up to 40 hours per week
Effective May 1, 2017		per hour up to 40 hours per week

H&W Rate:

Effective May 1, 2015	(b)(4)	per hour up to 40 hours per week
Effective May 1, 2016		per hour up to 40 hours per week
Effective May 1, 2017		per hour up to 40 hours per week

Pension/401(k):

Effective May 1, 2015	(b)(4)	per hour up to 40 hours per week
Effective May 1, 2016		per hour up to 40 hours per week
Effective May 1, 2017		per hour up to 40 hours per week

Wage Structure for New Hires:

1. New employee will be paid at eighty percent (80%) of the current rate.
2. After completion of training, new employee will be paid the greater of (b)(4) or eighty-five percent (85%) of the current rate.
3. New employee must complete eighteen (18) months of employment by May 1 of contract year to receive ninety-five percent (95%) of current rate.
4. New employee must complete thirty (30) months of employment by May 1 of contract year to receive one-hundred percent (100%) of the current rate.

Those Employees who were working part-time on the contract prior to October 1, 2014 will be afforded the first right of refusal for full-time positions as they become available. New hires will be hired on a part-time basis and will not be offered full-time positions until all part-time employees on the payroll prior to October 1, 2014 have exercised their right of first refusal for full-time status.

FOR: National Union of Security Officers and Guards

(b)(4)

[Redacted]

1/16/15
Date

FOR: Akima Global Services, LLC

(b)(4)

[Redacted]

for AGS

Name

(b)(4)

[Redacted]

1/26/15
Date

Title: DIRECTOR, LABOR + EMPLOYEE
RELATIONS

Collective Bargaining Agreement
Between

AKIMA GLOBAL SERVICES, LLC.

and the

NATIONAL UNION OF SECURITY OFFICERS & GUARDS
(SUPERVISORY Detention Officers)

Effective July 1, 2014
Through June 30, 2017

**Collective Bargaining Agreement
Between
AKIMA GLOBAL SERVICES
-and -
NATIONAL UNION OF SECURITY OFFICERS & GUARDS
(Supervisory Detention Officers)**

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Collective Bargaining Agreement

Between

AKIMA GLOBAL SERVICES, LLC.

and the

NATIONAL UNION OF SECURITY OFFICERS & GUARDS

Effective July 1, 2014
Through June 30, 2017

PREAMBLE

THIS AGREEMENT is made and entered by and between Akima Global Services, LLC, (hereinafter referred to as “AGS”, “Employer” and/or “Company”) and National Union of Security Officers and Guards, (hereinafter referred to as “NUSOG” or the “Union”) having its office located at 148-06 Hillside Avenue, Jamaica, New York 11435, on behalf of its members at the ICE facility at Krome, FL (Krome Service Processing Center).

ARTICLE 1

GENERAL PROVISIONS

SECTION 1.1 BARGAINING UNIT

This Agreement is entered between Akima Global Services, LLC (hereinafter referred to as "AGS", "Company", and/or "Employer") and the National Union of Security Officers and Guards (hereinafter referred to as the Union or "NUSOG"). The Company recognizes the Union as the sole and exclusive bargaining representative of the employees in the unit described below for the purpose of collective bargaining as defined in the National Labor Relations Act.

The unit is defined as all full-time and part-time Supervisory Detention Officers employed by AGS at Immigration and Customs Enforcement (ICE) Krome Service Processing Center, 18201 S.W. 12th Street, Miami, Florida 33194, with respect to wages, hours and conditions of employment, excluding all other employees including, office clerical employees and professional employees as defined in the National Labor Relations Act.

This Agreement shall be binding upon all parties, their successors and assigns. In the event of a sale or transfer of the business of the Employer, or any part thereof, the purchaser, transferee or assignment to a new contractor by ICE, shall be bound by this Agreement.

SECTION 1.2 NEGOTIATING COMMITTEE AND BARGAINING OBLIGATIONS

The Company agrees to recognize a Negotiating Committee composed of up to two members per shift from the Krome facility and two (2) members based at the Airport facility to represent the membership selected by the Union to represent the Employees in collective bargaining negotiations.

Obligation to Bargain. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining; that all such subjects were discussed and negotiated; and that the agreements contained herein were arrived at after the free exercise of such rights and opportunities.

Separability. In the event that a provision of this Agreement is held to be unlawful by a court of final jurisdiction or is rendered unlawful by a state or federal statute, all other provisions of this Agreement shall remain in full force and effect. In the event a provision of this Agreement becomes unlawful by such judicial or legislative action, the parties shall meet for the limited purpose of negotiating a substitute for said affected clause.

SECTION 1.3 CLASSIFICATIONS

- A. Full-time employees are those employees who regularly work an average of thirty-two (32) hours or more a week.
- B. Part-time employees are those employees who regularly work less than an average of Thirty-two (32) hours a week. Part-time employees are eligible for holiday pay and

vacation leave benefits. Part-time employees are eligible for all other benefits on a pro-rata basis to the hours they are regularly scheduled to work.

- C. Employees covered by this Agreement shall not be required as part of their regular duties to deliver office supplies, furniture, equipment or distribution that does not pertain to normal assigned duties. Nothing in this provision shall prohibit employees from being asked to transport something that can be carried with minimal exertion to someone if the employee is headed in that direction.
- D. Employees covered by this Agreement shall not be required to perform janitorial services other than picking up after themselves.

SECTION 1.4 STEWARD SYSTEM

- A. The Employer agrees to recognize one (1) shop steward and one (1) assistant shop steward for each shift at the location, duly appointed by the Union.
- B. The Union agrees that the stewards will work at their regular jobs at all times except when they are relieved to attend to the business of the Grievance Procedure as outlined in this Agreement. Aggrieved employees will be paid their regular rate of pay in the conduct of Company/Union business during scheduled working hours.
- C. If the Employee requests, the Company will call for a steward prior to any disciplinary action taken, whether it be written or verbal. The supervisor, at the request of the Employee, will release the steward as soon as possible.

SECTION 1.5 MANAGERS AND SALARIED PERSONNEL

Managerial and salaried Employees shall not perform the duties of the Employees in the bargaining unit, except in the following circumstances:

- a) Instruction, training, or assistance of an employee, including demonstrating proper methods of performing the work;
- b) Temporary substitution for an absent employee not to exceed the duration of a shift;
- c) To familiarize themselves with new jobs or processes; or
- d) When it is necessary to meet emergency requirements of customer and other emergencies when a bargaining unit employee is not available.

SECTION 1.6 UNION SECURITY

- A. An Employee who is a member of the Union at the time this Agreement becomes effective shall continue membership in the Union for the duration of this Agreement, to the extent of tendering the membership dues uniformly required as a condition of retaining membership in the in the Union and of continued employment.
- B. An Employee who is not a member of this Union at the time that this Agreement becomes effective shall, within ten (10) days after the 30th day following the effective date of this Agreement or date of hire, either:

1. Become a member of the Union and remain a member.
2. Pay the Union an Agency Fee. The amount of this agency fee shall be equal to that paid by regular Union members to include regular and usual initiation fees. The agency fee will not include any assessments, special or otherwise. Such payments shall commence on the 30th day after the date of hire.
 - a) Employees who are members of, and adhere to the established and traditional tenets of a bona-fide religion, body, or sect, which has historically held conscientious objections to joining or financially supporting labor organizations, shall, instead of the above, be allowed to make payments in amounts equal to the agency fee required above, to a tax-exempt organization (under Section 501(c)(3) of the IRS Code). The Union shall have the right to charge any Employee exercising this option, the reasonable cost of using the arbitration procedure of this Agreement on the Employee's individual behalf. Further, any Employee who exercises this option shall four times a year submit to the Union proof that the charitable contributions have been made in the amount that is equal to the agency fee amount.
- C. The obligations set forth in this Article shall only be effective to the extent permitted by controlling law, including, but not limited to, any Executive Orders permitting or restricting Union security rights. If there is a legal challenge to any provision of this Article, the Employer may suspend its obligations under this Article for the duration of the dispute after conferring on the matter with the Union.
- D. The Union, including its International, agrees to save and hold the Employer harmless from any and all claims, actions, suits, damages, or costs, including any attorney's fees incurred by the Employer, on account of any matter relating to the terms of this Article, including, but not limited to, any claims by any Employee(s) and compliance with the law.

SECTION 1.7 DUES CHECKOFF

- A. The Company agrees to deduct dues as designated by the Union on a monthly basis from the paycheck of each member of the Union. These deductions will be made only upon written authorization from the Employee on a form provided by the Union. It is understood that such deductions will be made only so long as the Company may legally do so. The Company will be advised in writing, by the Union, as to the dollar amount of the Union membership dues.
- B. The Company will remit all such deductions to the Financial Secretary/Treasurer within five (5) business days from the date that the deduction was made by check. The Company shall furnish the Financial Secretary/Treasurer with a deduction list, setting forth the name and amount of dues, within seven (7) business days of each remittance. The Union agrees to hold the Company harmless from any action or actions growing out of these deductions initiated by an Employee against the

Company, and assumes full responsibility of the dispositions of the funds so deducted, once they are paid over to the Union. Errors made by the Company in the deduction or remittance of monies shall not be considered a violation of this provision by the Union, providing such errors are unintentional and corrected when brought to the Company's attention.

SECTION 1.8 INTENT OF PARTIES

The Union and the Company agree to work sincerely and wholeheartedly to the end that the provisions of this Agreement will be applied and interpreted fairly, conscientiously, and in the best interest of efficient security operations. The Union and the Company agree to use their best efforts to cause the Bargaining Unit Employees, individually and collectively, to perform and render loyal and efficient work and services on behalf of the Company. The Company and the Union recognize that the objective of providing equal employment opportunities for all people is consistent with Company and Union philosophy, and the parties agree to work sincerely and wholeheartedly toward the accomplishment of this objective.

SECTION 1.9 EQUAL OPPORTUNITY (NON-DISCRIMINATION)

In connection with the performance of work under this Agreement, the Company and the Union agree not to discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, or national origin. The aforesaid provision shall include, but not be limited to the following: employment, upgrading, promotion, demotion, transfer, or selection for training.

The parties agree to comply with all applicable local, state, and/or Federal laws and Executive orders pertaining to non-discrimination and equal opportunity in employment. The Company and the Union agree to post in conspicuous places, available for employees and applicants for employment, notices provided by the appropriate contractual/regulatory agencies setting for the provisions of the equal opportunity requirements.

The provisions of this article will not operate to invalidate any other term or condition of this Agreement.

The Company and Union agree not to discriminate against an employee because of employee's exercise of the rights guaranteed in Section 7 of the National Labor Relations Act, as amended.

ARTICLE 2

SENIORITY

SECTION 2.1 SENIORITY DEFINED

- A. Union seniority shall be the length of continuous service from the Employee's last date of hire as a Supervisory Detention Officer for the Employer, past or present and/or any predecessor Employer. Seniority shall not accrue until the Employee has successfully completed the probationary period. Seniority shall be applicable in

determining the order of layoff and recall, vacation schedules, extra work, transfers, and other matters as provided for in this Agreement.

- B. For the purposes of vacation schedules, transfers, and extra work, union seniority shall be defined as seniority within the work site.
- C. Any Employee permanently transferred out of the designated Local Bargaining Unit for any reason shall lose their Union seniority as it applies to the order of layoff and recall, vacation schedules, extra work, and other matters as provided for in this Agreement.

SECTION 2.2 SENIORITY LISTS

The Company shall prepare an up-to-date seniority list (by last date of hire under the contract), which shall be posted on the furnished bulletin boards, and the Company shall furnish to the Union a duplicate copy of such seniority list, advising monthly of any additions or deletions thereto.

SECTION 2.3 PERSONAL DATA

Employees shall notify the Employer in writing, on the company provided form, of their proper mailing address and telephone number or of any change of name, address, or telephone number. The Company shall be entitled to rely upon the last known address in the Employer's official records.

SECTION 2.4 TRANSFER OUT OF UNIT

An employee who accepts a permanent management position with the Company within the Contract sites but outside the bargaining unit, shall retain the seniority the employee had at the date of the promotion to management, but shall not accumulate additional seniority while in that capacity. If the employee returns to the bargaining unit, the employee will return to a position on the seniority list to which he/she is entitled to according to his/her previously retained seniority.

SECTION 2.5 PROBATIONARY EMPLOYEES

Each newly hired employee shall be considered a probationary employee of the Company during his/her first ninety (90) days following completion of their required On-the-Job Training in Phase 1. The Union will still represent Probationary Employees for problems concerning wages, hours and working conditions. The Company reserves the right to decide questions relating to transfers, suspensions, discipline, layoffs, or discharge of Probationary Employees without recourse to the grievance procedure contained in this Agreement.

Probationary Employees do not have seniority until the completion of the probationary period, at which time seniority dates back to the date of hire. The Probationary period can be extended by mutual agreement between the Company and the Union.

The Employer shall notify the Union upon request of all new employees hired and of all employees terminated, setting forth their address and job classification and department.

SECTION 2.6 TERMINATION OF SENIORITY

The seniority of an Employee shall be terminated for any of the following reasons:

1. Employee is discharged for just cause;
2. Employee voluntarily quits;
3. A settlement with the Employee has been made for total disability, or for any other reason if the settlement waives further employment rights with the Employer;
4. The Employee is laid off for a continuous period of one hundred eighty (180) calendar days;
5. The U.S. Government revokes the Employee's credentials as a SDO;
6. The Employee is permanently transferred out of the bargaining unit.
7. Employee has failed to express his or her intent to return to work, and/or does not return to work in accordance with the requirements in this article;
8. Employee fails to report to work for two (2) consecutive scheduled days without notifying the Company, except in case of circumstances beyond his or her control.

The seniority of an Employee shall not be terminated if the employee is unable to report to work because of a non-occupational injury or illness shall retain his/her seniority for one (1) year, except that he/she shall be subject to layoff according to his/her seniority. Employees who are unable to report to work because of an occupational injury or illness shall retain their seniority during the term of their disability, except they shall be subject to layoff according to their seniority.

ARTICLE 3

JOB OPPORTUNITIES

SECTION 3.1 FILLING VACANCIES

It is understood senior employees shall have preference of assignments to shifts and days off. An employee may file with the Company a written request for a change of shift or days off. The time and date of the filing shall be noted on the face of the request and the Company shall maintain them. When the Company does determine that an opening exists, the Company will fill the opening in the following manner:

1. Award the opening to the senior full-time employee in the same classification that has had a written request on file with the Employer a minimum of fourteen (14) calendar days. If no full-time employee has a written request on file with the Employer, the Company may then fill the opening as follows;
2. Award the opening to the senior part-time employee in the same classification that has had a written request on file with the Employer a minimum of fourteen (14) days. If no part-time employee has a written request on file with the Employer, the Company may then fill the opening as follows;

3. Post a notice of the opening to all full-time and part-time employees in the same classification; giving those employees seven (7) calendar days to request being awarded the opening in writing, and awarding the opening to the senior full-time employee that requested the opening in writing within the seven (7) calendar days. If no full-time employee requested the position, it will be given to the senior part-time employee who requested the opening in writing within the seven (7) calendar days. If no full-time or part-time employee requests being awarded the opening in writing within seven (7) calendar days, the Company may then fill the opening as follows;
4. Post a notice of the opening to all full-time and part-time members of the bargaining unit currently working in a different classification, but meeting all qualifications for the classification in which the opening exists, giving those employees seven (7) calendar days to request being awarded the opening in writing, and awarding the opening to the senior full-time employee that requested the opening in writing within the seven (7) calendar days. If no full-time employee requested the opening within seven (7) calendar days, the Company will then award the opening to the senior part-time employee that requested the opening in writing within the seven (7) calendar days. If no full-time or part-time member of the bargaining unit requests the opening in writing within seven (7) calendar days of the notification of the opening, the Company may then fill the opening as follows;
5. Fill the opening from outside the bargaining unit.

SECTION 3.2 LAYOFF AND RECALL

In the event of a layoff or recall from layoff, seniority shall control, provided the senior employee is capable of performing the available work. The employee with the least seniority shall be laid off first and recall will be in the inverse order of layoff. It is understood that probationary employees will be laid off before employees with seniority.

It is the responsibility of the laid off employee to keep the Company advised by certified mail of any changes in his/her mailing address. The employee shall reply to the Company his/her intent to return to work within seventy-two (72) hours after receipt of certified notice from the Company of recall. The employee will then have a maximum of five (5) calendar days to report for duty.

SECTION 3.3 TEMPORARY ASSIGNMENTS

In the interest of maintaining continuous operations, the Employer may temporarily assign an employee from a lower to a higher classification of work during any shift. The employee will receive the rate of pay for the higher classification for all time spent in the higher classification. An employee assigned to work in a lower classification will not have his rate of pay reduced.

To the extent feasible the assignment shall be a voluntary selection based on seniority and qualification. In the absence of volunteers, assignments shall be made on a reverse seniority and qualifications basis.

ARTICLE 4

MANAGEMENT'S RETAINED RIGHTS

SECTION 4.1

Management of the business and direction of the security force are exclusively the right of management. These rights include the right to:

1. Hire;
2. Assign work and schedule at the company's discretion;
3. Promote, Demote;
4. Discharge, discipline, or suspend based on Article 6;
5. Make and enforce work rules not inconsistent with the provisions of this agreement;
6. Require Employees to observe reasonable Employer rules and regulations;
7. Determine when overtime shall be worked;
8. Determine the qualifications of an Employee to perform work.

SECTION 4.2 RESERVATION OF RIGHTS

Any of the rights, powers, or authority the Company had prior to the signing of this Agreement are retained by the Company, except those specifically abridged or modified by this Agreement and any supplemental Agreements that may hereafter be made. The Company's failure to exercise any function reserved to it shall not be deemed a waiver of any such rights.

ARTICLE 5

GRIEVANCE PROCEDURE

SECTION 5.1 INTENT

A grievance shall be defined as any dispute concerning the application or interpretation of this Agreement, or any dispute concerning wages, hours, or working conditions of employees covered by this Agreement. However, only grievances concerning the interpretation or application of specific provisions of this Agreement shall be subject to arbitration hereunder.

The grievance procedures outlined herein shall not be used for any action or order of removal of an Employee from working under the contract by the U.S. Government, revocation of required clearances by the U.S. Government, or loss of any licenses required by the State of Florida. In addition, the grievance procedures outlined herein shall not apply to any situation where the Company is acting under the express directives of the U.S. Government or the State of Florida.

SECTION 5.2 GENERAL PROVISIONS

The number of days outlined in Section 5.3 in the processing and presentation of grievances shall establish the maximum time allowed for the presentation and processing of a grievance. The term "days" shall not include Saturday, Sundays or holidays when used in this Article.

Should either the Company, the Union, or the aggrieved employee fail to comply with the time limits as set forth in this Article, the party who failed to comply with the time limits shall forfeit the grievance.

When the Company requests a meeting with the shop stewards/committee during working hours, the Union members will not be docked for time lost in attending such meeting. However, pay for such meeting shall not extend to hours in excess of eight (8) in one workday and no overtime shall be paid. In the event of grievance on the graveyard shift, the Company agrees to meet with the Union at 0600AM during regular workdays for the purpose of discussing the grievance.

SECTION 5.3 GRIEVANCE PROCEDURE

All grievances shall be presented and processed in accordance with the following procedures:

- A. Step One. The Employee or Union Representative shall, not later than ten (10) days after the incident being grieved, set forth the facts in writing, specifying the Article and paragraph allegedly violated. This shall be signed by the aggrieved Employee or the Union Representative, and shall be submitted to the Project Manager or designee. The Project Manager or designee shall have ten (10) days from the date the grievance was received by the Project Manager or designee to return a decision in writing to the aggrieved Employee, the Union Representative and NUSOG at its address as stated in this Agreement's preamble.
- B. Step Two. If the grievance is not settled in Step One, the grievance may be appealed in writing through the Project Manager to the Director of Operations or Company's Human Resources Manager or designee no later than ten (10) days from the denial by the Project Manager or designee. The Human Resources Manager or designee will have ten (10) days from the date the grievance was received to return a decision, in writing, with a copy to the aggrieved Employee, the Union Representative and NUSOG at its address as stated in this Agreement's preamble.
- C. Grievance for Discipline. Any grievance involving discharge or other discipline may be commenced using this procedure. Disciplinary charges must be served on the employee no later than thirty (30) days after the alleged misconduct. The written grievance challenging the discharge or discipline shall be presented to the Project Manager or designee within ten (10) days after disciplinary charges have been served on the employee.

SECTION 5.4 ARBITRATION PROCEDURE

- A. Selection of an Arbitrator. Within ten (10) days of the Union's receipt of the Human Resources Manager's decision, the Company and the Union will meet either in person or telephonically to jointly attempt to agree upon the selection of a neutral arbitrator. If, within ten (10) days, the parties fail to agree upon the selection of an arbitrator, the Union will request the American Arbitration Association to supply a list of arbitrators. An arbitrator will be selected per the rules of the American Arbitration Association

- B. Decision of the Arbitrator. The decision of the arbitrator shall be final and binding upon the parties to the Agreement. Any decision shall be complied with, without undue delay after the decision is rendered. It is understood and agreed between the parties that the arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement.
- C. Arbitration Expense. The arbitrator's fees and expenses, including the cost of any hearing room, shall be shared equally between the Company and the Employee. Each party to the arbitration will be responsible for its own expenses and compensation incurred bringing any of its witnesses or other participants to the arbitration. Any other expenses, including transcript costs, shall be borne by the party incurring such expenses.
- D. Time Limits. The decision of the arbitrator shall be rendered as soon as possible after the dispute has been submitted to him/her.
- E. The arbitrator shall have no authority to amend, modify, change, add to, or subtract from any of the terms or conditions of this Agreement or to base a decision on any past practice which is inconsistent with the provisions of this Agreement.
- F. The limits set forth herein may be extended only by mutual agreement of the union and the Company.

SECTION 5.5 CLASS ACTION

The Union shall the right to file a group grievance (class action) or grievances involving more than one (1) Employee at Step One of the grievance procedure.

SECTION 5.6 INDIVIDUAL GRIEVANCES

No individual may move a grievance to arbitration.

ARTICLE 6

DISCIPLINE

SECTION 6.1 GROUNDS FOR DISCIPLINE AND DISMISSAL

Disciplinary action will consist of a verbal warning, a written warning and suspension or termination. The Employer may skip one or more of these steps, depending on the severity of actions causing the disciplinary action.

After completion of the probationary period, no Employee shall be dismissed or suspended without just cause. Just cause shall include any action or order of removal of an employee from working under the contract by the U.S. Government, or revocation of required credentials by ICE.

The Company's contract with the U.S. Government sets out performance standards for the SDOs and all Employees are required to comply with these standards. Failure to do so may lead to disciplinary action. These performance standards will be issued to each Employee and must be signed, acknowledging receipt, by the Employee and may be updated by the Company each year. Employees agree to comply with any non-disciplinary directive issued by the Government.

SECTION 6.2 GENERAL PROVISIONS FOR DISCIPLINE AND DISMISSAL

The Company's contract with the U.S. Government sets out performance standards for the SDOs in and all Employees are required to comply with these standards. Failure to do so may lead to disciplinary action. These performance standards will be issued to each Employee and must be signed, acknowledging receipt, by the Employee and may be updated by the Company each year. Employees agree to comply with any non-disciplinary directive issued by the Government.

Upon written request, the Company will provide the Union, in a timely manner, with all information concerning the removal that they may legally release, and will provide the Union with any relevant information concerning the proper Government point of contact and their contact data. The "final decision" on the employee's removal shall be determined by the Government, and the Employer shall be held harmless by the Union and the employee for any further claims made after this final determination. This provision is not intended to limit or prohibit the rights of any party to seek relief from other parties.

SECTION 6.3 MEMBERS RIGHTS

Any time an employee is to be interviewed and disciplinary action may be taken, he/she may have a Shop Steward or Union representative present. Both the employee and Union representative are entitled to know what the meeting is about and are entitled to consult prior to the interview.

SECTION 6.4 ADMINISTRATIVE LEAVE

The Company has the right to place individuals on administrative leave without pay during an investigation. If the Employee is cleared during the investigation, they will be reinstated with back pay for the length of the administrative leave. If the Employee is found to have engaged in conduct which merits termination, they will be terminated and not compensated for their administrative leave. If the investigation finds that there is not just cause for termination, but lesser discipline is justified, some or all of the administrative leave can be converted to a disciplinary suspension.

ARTICLE 7

HOURS OF WORK AND OVERTIME

SECTION 7.1 WORKDAY AND WORKWEEK

For the purposes of this Article, a regular workweek of forty (40) hours of work, excluding lunch periods, shall constitute a normal full-time workweek for full-time Employees. Shifts shall be

scheduled at the discretion of the Employer to fulfill the needs of the U.S. Government. Nothing contained herein shall guarantee to any Employee any number of hours of work per day or week.

The workweek is 12:00am Sunday to 11:59pm Saturday. The workday shall be defined as an 8 hour shift between 12:00am and 11:59pm

SECTION 7.2 OVERTIME

A. Overtime pay is calculated at one and one-half (1 and ½) times the employee's regular rate for all hours worked over forty (40) hours in one (1) workweek. Hours paid that are not worked, e.g. vacations, do not count as hours worked for overtime purposes.

SECTION 7.3 OVERTIME ASSIGNMENT

Bargaining Unit Employees will be expected to work reasonable overtime assignments. A list of volunteers shall be compiled by seniority for each shift. When the senior volunteer works overtime, his/her name will go to the bottom of the list.

When a Bargaining Unit Employee is next on the list, and cannot work because of personal reasons, he/she will be passed over and the next Bargaining Unit Employee on the list will work overtime and the Bargaining Unit Employee's name who turned down the overtime assignment will be next in turn for overtime.

Mandatory Overtime: When the overtime requirement is involuntary, the Bargaining Unit Employee with the least seniority will be required to meet the overtime requirement on a rotating basis. This includes involuntary call-in, which results in overtimes.

Employees shall be permitted to make trades of work days with other employees, provided each employee is qualified to perform the duties, and provided that the trade will not cause the company to be required to pay overtime or other compensation greater than what it would be required to pay if the trade was not made. All trades will be approved in advance by the Project Manager or Site Captain.

On-Call Overtime: When Employees are needed to cover absences or posts on an on-call basis, Employees who are not scheduled for forty (4) hours of work in the week shall be contacted first. If the shift cannot be filled by such Employees and overtime would be required, the Company would then offer such time to Employees who had volunteered for such work based on seniority on a rotating basis. The Company will provide a method for employees to volunteer overtime. Employees must volunteer without restrictions, including posts or locations. If there are insufficient volunteers, employees will be mandated to work such on-call assignments pursuant to this Article.

(NOTE: The federal law states that any employee who works over 40 hours in any given work week shall receive overtime, therefore the trade must take place in the same workweek for pay).

It is agreed that Bargaining Unit Employees will not be given time off in order to offset the payment of overtime.

SECTION 7.4 REST PERIODS

There shall be one twenty (20) minute paid rest period for each eight (8) hour shift and one ten (10) minute paid rest period per 4 hours of additional time worked on the same day. These rest periods require that the Employee be properly relieved before leaving their post. The Company recognizes the requirement to make its best efforts to provide regularly scheduled breaks. It is not the intent of the Company to avoid this requirement.

SECTION 7.5 GEAR UP/GEAR DOWN

All employees shall be compensated for time spent on post and for time spent on paid rest periods in accordance with Section 7.4. Employees shall not be compensated for any other time spent on the jobsite. Employees' arrival and departure times from the jobsite shall not be unreasonably restricted.

ARTICLE 8

WORK SHIFTS AND PAYMENT POLICIES

SECTION 8.1 WAGE SCHEDULE

All employees shall receive not less than the minimum wage rate as set forth in the scheduled job titles and wage rates as reflected in Appendix "A" attached hereto and made a part hereof.

SECTION 8.2 CALL IN PAY

In the event employee reports to work for his/her shift without having been notified not to report, and work is not available, the employee shall be paid four (4) hours reporting pay at his/her regular rate of pay, including all benefits and allowances. Acts of God and failure of equipment beyond the Contractor's control shall nullify the Contractor's requirement to pay such reporting time pay.

SECTION 8.3 PAYDAY

Wages are paid by check, employees shall be paid during their shift but no later than the end of their shift on payday. Employees working 11:00 P.M. – 7:00 A.M. shift shall be paid during their shift but no later than 7:00 A.M. on payday unless notified by the company of an unforeseen delay in the process.

At its sole discretion, the Company will make its best efforts to pay employees every two (2) weeks by Direct Deposit no later than 12:01 A.M. on payday.

SECTION 8.4 UNDISPUTED ERROR

In case of an undisputed error on the part of the company as to an Employee's rate of pay, proper adjustment will be made in the next paycheck after the error has been brought in written form to the Company's attention. Any error, involving eight (8) hours of pay or more, will be corrected and paid within three (3) working days.

ARTICLE 9

HOLIDAYS

SECTION 9.1 HOLIDAYS DEFINED

Whenever the term "holiday" is used, it shall mean:

<i>New Year's Day</i>	<i>Labor Day</i>
<i>Martin Luther King Jr. Birthday</i>	<i>Columbus Day</i>
<i>President's Day</i>	<i>Veteran's Day</i>
<i>Good Friday</i>	<i>*Thanksgiving Day</i>
<i>Memorial Day</i>	<i>*Christmas Day</i>
<i>Independence Day</i>	<i>Employee's Birthday</i>

SECTION 9.2 MISCELLANEOUS HOLIDAY PROVISIONS

- A. The parties recognize that the Krome operation is a 24 hour a day / 365 days a year operation and must be staffed accordingly. As such, employees will be required to work on the holidays recognized above.
- B. A full-time position Employee who is not required to work on a holiday shall be paid eight (8) hours straight time, exclusive of any shift premium for that holiday.
- C. Any full-time position Employee who works as scheduled on a holiday shall receive the Employee's appropriate rate of pay for all hours worked, and in addition, shall receive eight (8) hours holiday pay at the straight time rate as described in (A) above.
- D. In the event that the Holiday falls on a weekend, the term "holiday" will refer to the day that the U.S. Government designates as the Holiday.
- E. The twelve (12) holidays shall be paid for regardless of the day of the week on which they fall.
- F. The employee who is requested and agrees to work on any of the above-named holidays but fails to report to work for such holiday shall not receive holiday pay, and shall be subject to discipline.
- G. Employees assigned to work Christmas and Thanksgiving will receive time and a-half plus the eight (8) hours holiday pay.
- H. Employees who work less than forty (40) hours per week average will have their holiday pay pro-rated based on average hours worked per week.

ARTICLE 10

VACATIONS

SECTION 10.1 ELIGIBLE FULL-TIME AND PART TIME EMPLOYEES

Eligibility for vacation benefits shall be based on Department of Labor (DOL) rules under Service Contract Act. Eligible full-time Employees shall be entitled to annual vacation based on their continuous years of service with the Employer (based on the Employee's anniversary date of employment) at their individual hourly rate of pay at the time payment is made in accordance with the following schedule:

An Employee who is assigned less than 40 hours per week on a regular basis, will receive prorated vacation benefits based on hours worked in the previous year based on the employee's anniversary date.

Upon completion of one (1) year of service: eighty (80) hours

Upon completion of five (5) years of service: one-hundred and twenty (120) hours

Upon completion of ten (10) years of service: one-hundred and sixty (160) hours

SECTION 10.2 SCHEDULING VACATIONS

Provided that the Employee has time available to cover the requested time, vacations, insofar as is reasonably possible, shall be granted at the times most desired by the Employee, after the Employee's anniversary date.

SECTION 10.3 UNUSED VACATION

Vacations shall not be cumulative from one year to the next. Any earned but unused vacation time remaining at the end of a year of service (based on Employee's anniversary date of employment) shall be paid to the Employee.

SECTION 10.4 PAY IN LIEU OF VACATION LEAVE

If an Employee has not been able to schedule all their earned vacation leave during the year, and risks losing this unused vacation leave, then the Company will allow the Employee to cash out any vacation leave remaining at the end of the Employee's anniversary year.

SECTION 10.5 TERMINATING EMPLOYEES

Upon termination of employment, Employees will be paid at their individual hourly rate vacation time earned as of their last anniversary date, but not used, as entitled by the Service Contract Act. (Example: An Employee who terminates one month into the next anniversary year is entitled to any of the previous year's earned accrued vacation not already used, and not to the additional month accrued in the new anniversary period).

SECTION 10.6 VACATION - LAID OFF EMPLOYEES

Length of service with the Employer shall accrue for the purposes of vacation benefits while an Employee is on laid-off status for up to one (1) year. Employees will only be paid vacation benefits upon returning to work.

SECTION 10.7 VACATION – LENGTH OF SERVICE

Vacation schedules shall be based on length of service as defined with the present contractor and with prior contractors in the performance of work at various building at ICE, Krome Service Processing Center.

SECTION 10.8 VACATION - INCREMENTS

Consistent with Employer approval, efficiency, and economy of operations, Employees with two (2) or more weeks of vacation may take their vacation in segments of not less than one (1) week each. Those with more than two weeks' vacation may take the additional week in one (1) day, eight (8) hour increments.

SECTION 10.9 HOLIDAYS OCCURRING DURING A SCHEDULED VACATION

Should a holiday occur during an employee's vacation, the employee shall receive one (1) additional day's vacation with pay, or pay in lieu thereof, at the option of the employee.

ARTICLE 11

LEAVES OF ABSENCE

SECTION 11.1 LIMITATIONS

Personal leaves of absence for non-medical emergencies may be granted at the sole discretion of the Employer without loss of seniority to the Employee. Such leaves, if granted, are not to exceed 30 days, unless a special extension is approved by the Employer. An employee on any unpaid leave of absence will be required to use available vacation or personal leave time in full before beginning the unpaid leave. Length of service with the Employer shall not accrue for purposes of vacation, holiday, or other accrued benefits for any unpaid leave of absence over thirty (30) days. The Employer will make every reasonable effort to maintain an Employee's position while on a non-statutory unpaid leave of absence. Unpaid leaves of absence may be taken only with written approval of the Employer or in a case of verified personal emergency. Failure to report for scheduled shifts without Employer permission will Supervisor to disciplinary action.

Any full-time employee who uses more than two (2) days of leave without pay (LWOP) per Government contract year for absences not covered by Family and Medical Leave Act of 1993 (FMLA), Worker's Compensation, or whose absence is not a company approved accommodation and/or leave, will face discontinuance of employment.

All unpaid leaves of absence under this article are without pay, benefits, or allowance.

SECTION 11.2 MEDICAL LEAVE

- A. The Family and Medical Leave Act of 1993 (FMLA) is incorporated herein.
- B. The Company agrees to honor the FMLA for all eligible Employees.
- C. During medical leave, the Employee shall be required to furnish a report from the doctor when requested periodically by the Employer. Upon the expiration of said leave, the Employee shall furnish the Employer with a statement, signed by the doctor, which establishes the fitness of the Employee to return to the Employee's previously held work. Any Employee who is not able to return to work with a medical clearance from a licensed physician at the end of a maximum medical leave shall be terminated from Employment.
- D. If the Employee files for medical leave on false pretext or works for another employer without pre-authorization from the company, the Employee will be removed from the SDO program and from employment with Employer.

SECTION 11.3 MILITARY LEAVE

An Employee of the Company who is activated or drafted into any branch of the armed forces of the United States under the provisions of the Selective Service Act or the Reserve Forces Act shall be granted an unpaid military leave of absence, as required under the federal law, for the time spent in full-time active duty. The period of such leave shall be determined in accordance with applicable federal laws in effect at the time of such leave.

An employee must furnish the Employer with a copy of his or her orders within five (5) days of receipt of such orders.

SECTION 11.4 UNION LEAVE

Up to four (4) union representatives will be granted an unpaid leave of absence no more than once a year for a maximum of five days upon written request for the purpose of attending Union conventions or other meetings of vital interest to the Union as long as staffing requirements permit. More time may be granted upon mutual agreement between the Company and the Union.

SECTION 11.5 PERSONAL LEAVE

Each full-time Employee shall be eligible to use a maximum of 3 days of personal leave per 12-month year worked. Eligible full-time Employees shall be entitled to personal leave upon completing one year of continuous service with the Employer (based on the Employee's anniversary date of employment).

- A. Personal days shall be used in no less than four-hour increments and shall be paid when taken by the Employee as approved at least fourteen (14) days in advance by the Project Manager or Assistant Project Manager.

- B. Employees who work a regular schedule of less than 40 hrs per week will receive pro-rated benefits based on the number of actual hours worked in the previous year based on anniversary date.
- C. Unused personal days shall not be cumulative from year to year. Any unused, earned personal leave pay will be paid to Employee within the month following their anniversary date.
- D. Upon termination of employment, Employee will be paid at their individual hourly rate for any unused, earned personal leave, based upon the number of actual hours Employee worked during that year based on hire date anniversary. If the Employee has used more personal days upon termination than he/she earned based upon time worked on the contract (2 hours per full month worked), the amount of the overage will be deducted from the Employee's final paycheck. (Example: If Employee works only six months and therefore earns twelve (12) hours of personal leave, but actually uses sixteen (16) hours of personal leave, the extra four (4) hours' pay will be deducted from Employee's final paycheck).
- E. Personal leave (and vacation) days will be used to cover absences caused by illness if the employee has exhausted their sick leave. Any Employee who is unable to report to work because of sickness must notify the Employer at least two (2) hours prior to the beginning of his/her regular shift in order to be eligible for paid personal leave benefits. Proof of illness may be required. Disciplinary action may result from excessive, unapproved absenteeism.

SECTION 11.6 SICK LEAVE

- A. Each full-time Employee shall be eligible to use a maximum of six (6) days of sick leave per 12-month year worked. Sick leave shall accrue at the rate of 1 day for each 2 months worked.
- B. Sick leave will be payable for full days of absence due to illness commencing on the first (1st) day of illness, and will not be paid for more than eight (8) hours at the employee's regular straight time rate for each day the employee is eligible to receive sick pay. Sick leave will not be considered as time worked for purposes of computing overtime.
- C. If the Employee is absent from work for three (3) or more consecutive days, the Employer will require the employee's health care provider to complete the Company's Fitness for Duty form. This form must be submitted to the Employer's Human Resources department for review prior to or on the day of the Employee's return to work after three (3) consecutive days of absence. This form will be available electronically, hard copy or fax via the following manners:
 - a) The Company's Intranet;
 - b) Upon request from Human Resources department; or
 - c) Upon request from the Employee's supervisor
- D. Any Employee who has unused Sick Leave at the end of the anniversary year shall be permitted to carry over six (6) days of sick leave to have a maximum accrued bank of

twelve (12) days of sick leave at any time. Accrual beyond twelve (12) days of sick leave will not be permitted.

- E. Employees who work less than forty (40) hours per week average will have their Sick pay pro-rated based on average hours worked per week over the prior year.
- F. Employees must use any accrued Sick Leave to cover absences due to an illness before they can use Personal or Vacation Leave.

SECTION 11.7 PROCESSING UNPAID LEAVES OF ABSENCE

The Employer will consider requests for unpaid leaves of absence and may grant them at its sole discretion. An unpaid leave of absence must be processed in the following manner:

- A. All requests for unpaid leaves of absence shall be submitted in writing to the Project Manager at least ten (10) calendar days prior to the date the leave will take effect, except in cases of verified personal emergencies, and include:
 - a) The reasons for such leave;
 - b) The effective dates of such leave; and
 - c) The estimated date of return to work.
- B. The Company will respond to the request within five (5) working days.
- C. The written request for leave of absence shall be submitted to the Human Resources Manager or the Project Manager for final approval. If the request for the leave of absence is approved, a copy of the approved leave of absence will be given to the Employee involved.
- D. Extensions of the leave of absence may be granted at the sole discretion of the Employer, upon written request by the Employee within ten (10) calendar days prior to the expiration of the leave of absence. Extensions, when granted, shall not total more than thirty (30) days.

SECTION 11.8 GENERAL PROVISIONS

Seniority shall accumulate during the period of any approved leave of absence subject to the provisions of this Agreement.

SECTION 11.9 BEREAVEMENT

If it is necessary for an employee to lose time from work because of death in the immediate family, the employee shall be entitled to three (3) days paid leave of absence at his or her straight-time rate of pay. If a death in the immediate family occurs among a member of the immediate family who resided out-of-state, the employee shall be entitled to five (5) days paid leave of absence at the employee's straight-time rate of pay.

Immediate Family. This is defined to mean an employee's father, mother, spouse, sister, brother, children (including legally adopted children and/or stepchildren), father-in-law, mother-in-law, sister-in-law, brother-in-law, grandparents, and grandchildren. In addition, Employees will be allowed paid bereavement leave for up to one aunt or uncle in a year. In the event there are additional deaths of aunts or uncles in a year, the Company will make its best efforts to provide

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additional time off. Employees will be able to use accrued vacation or personal leave during such absences.

The Employer will require the death certificate or the state/county equivalent when an employee requests a paid leave. Employees will be provided time to produce the death certificate to the Company from the start of the bereavement leave. Employees will be provided up to thirty (30) days for death of covered family member if the family member lived in Florida, forty-five (45) days if they live in another state within the United States, and sixty (60) days for deaths outside of the United States.

SECTION 11.10 JURY DUTY

If an employee is called for jury duty, upon written notice that the employee has served, the Employer shall reimburse employee for each day served, less all fees collected for serving, at a regular rate of base pay.

This will be pro-rated for all part-time employees. Transportation fees to employees are not to be counted as jury duty pay. If any employee is called as a witness to a crime on the facility, then he shall be compensated for all time lost.

Employee must inform the Company immediately in writing upon receiving a notice to report for jury service. The Employer reserves the right to request an exemption.

SECTION 11.11 ABSENTEEISM FROM DUTY

An employee must call in to the appropriate supervisor two (2) hours prior to the start of the scheduled shift. In the event an emergency prevents an employee from reporting to work and notifying the office prior to the scheduled shift, an employee must contact the appropriate Supervisor as soon as possible and explain the failure to report for duty. Explanations are subject to verification. Unverified and unexcused absences from duty will result in disciplinary action.

AGS considers that an employee has resigned their position voluntarily (voluntary separation) if the employee is absent from duty due to "no call/no show" more than 2 consecutive days or 5 days in a contract year.

ARTICLE 12

HEALTH, WELFARE AND UNIFORM ALLOWANCES

SECTION 12.1 PAYMENTS

For the term of this Agreement, the employer will provide Medical Coverage for all employees who work at least thirty (30) hours per week to include their legal dependents.

Participation by Employees in the Company's Health and Welfare ("H&W") Plans shall be in accordance with the terms of those Plans as they presently exist and as they may be amended by the Employer from time to time. The H&W Plans currently include medical insurance, dental insurance, vision insurance, and the Shop Plan – hospital reimbursement plan.

The Union shall have the option, at its discretion, to request modifications to the design of the Company's H&W Plans, and shall also have the option to substitute its own H&W Plans for the Company's H&W Plans. Any such requested changes to the Company's H&W Plans, and any such substitution of Plans, shall be negotiated between the Company and the Union.

The parties further agree that Employees may be required to make contributions to the H&W Plans amounts vary according to the type of coverage. Changes to the contributions will not occur without at least 30 days' notice to the Union and Employees, and contributions will be done on a pre-tax basis in accordance with IRS regulations.

For the life of this Agreement, the Employer will make health and welfare payments on all hours worked up to forty (40) hours per week, and up to a total of 2080 hours per contract year, as described in Appendix A.

SECTION 12.2 OTHER BENEFITS

The Employer will offer Employees the opportunity to participate in other available Employee paid fringe benefit programs made available to all Supervisory Detention Officers employed by the Company. These programs may include cafeteria plans, payroll deduction plans, retirement plans, insurance plans, 401(k) plans, and any other plan mentioned in this Agreement.

SECTION 12.3 UNIFORM AND UNIFORM MAINTENANCE

Uniforms shall be supplied where required by the Employer. Members shall return all the uniforms issued to them upon separation or eighty percent (80%) replacement cost for uniform items and one hundred percent (100%) for replacement cost of equipment.

The Employer will pay the Employee an allowance for each hour worked, up to 40 hours per week, for uniform maintenance as described in Appendix A.

ARTICLE 13

MISCELLANEOUS PROVISIONS

SECTION 13.1 BULLETIN BOARDS

The provision of these facilities is the prerogative of the U.S. Government, who owns and controls all worksite facilities.

A. The Union shall provide an appropriate bulletin board exclusively for the use of the Union for the posting of non-controversial notices, such as:

- a) Notices of Union recreational and social affairs;
- b) Notices of Union elections;
- c) Notices of Union appointments and results of Union elections;
- d) Notices of Union meetings;
- e) Union updates of negotiations.

- B. There shall be no other postings on the Union's bulletin board by the Union, by employees or by the Company, of advertising or of any political matters.
- C. Employer has no say in the use of the Union's bulletin board, except in order to maintain proper decorum or when directed by the government.

SECTION 13.2 PHYSICAL EXAMINATIONS

The Employer may require, as a condition of initial and continued employment, that applicants and employees submit to physical examinations including Physical Agility and endurance tests, to determine fitness for duty. Such examinations may include laboratory tests to detect the presence of alcohol or illicit drugs. Such laboratory tests may be administered before the commencement of work, after layoffs or leaves of absence in excess of thirty (30) calendar days, after on-the-job accidents, and upon reasonable suspicion of drug or alcohol use or impairment. The Employer may also require employees to undergo such laboratory tests on an annual basis. When required, such annual examinations will be given within fifteen (15) days of an employee's anniversary date. The Employer shall bear the cost of the initial and of the annual physical examination. Personal leave, with the permission of the supervisor, may be used for taking client-required re-examinations. For such re-examinations, employee shall make every attempt to use insurance coverage by Employer or otherwise owned by employee. Other than through insurance, Employer shall not cover the costs of client-required re-examinations.

SECTION 13.3 TRAVEL EXPENSES

The Company will provide advance payments for Company authorized and approved travel expenses if requested by an Employee. Any workday that includes travel and totals over twelve (12) hours may require the Employee to stay overnight, and the appropriate per diem will be paid. All hours in travel up to a maximum of eight (8) per day will be counted as work hours, with the appropriate overtime wages provided for under this Agreement. Employees will be reimbursed for all authorized expenditures of any authorized travel within twenty (20) days from the day Employer receives the properly completed travel voucher and all required receipts.

SECTION 13.4 BREAK ROOMS

The Employer will make its best effort to obtain from the U.S. Government break rooms for SDOs for breaks and lunch, without management using the room as an office, and will make its best prerogative of the U.S. Government effort to have the U.S. Government equip the room with water. The providing of these facilities is the prerogative of the U.S. Government.

SECTION 13.5 LOCKERS

The Employer will make its best effort to obtain lockers from the U.S. Government for the use of the SDOs. The providing of these facilities is the prerogative of the U.S. Government.

SECTION 13.6 UNION MEETINGS

Neither Union officials nor Union members shall, during working time (excluding break and lunch periods), solicit membership, receive applications, hold meetings of any kind for the transaction of Union business, or conduct any Union activity other than the handling of

grievances as described in this Agreement. No Employee may leave their post without permission from the Employer under any circumstances, unless there is appropriate Government permission granted. No Employee may be at the worksite at any time unless on duty at that time.

SECTION 13.7 VISITATION

It is agreed that the Union representative shall have access to the various buildings under ICE, Krome Service Processing Center, Miami during working hours, to ascertain whether the Agreement is being properly observed, providing there is a minimum interruption of normal course of the operation at the various buildings under ICE, Krome Service Processing Center, Miami and all regulations of the Government are complied with. It is mutually understood that the Employer has no control over who can visit the site. This control is solely with ICE, Krome Service Processing Center, Miami.

ARTICLE 14

401(k) PLAN

The Company shall provide a 401(k) plan to which Supervisory Detention Officers are eligible to contribute, whether Union or Non-Union. At the direction of the individual Employee, the Company will deposit the pension payments to the Employee's 401(k) account. Employees shall be subject to the eligibility requirements and rules of the Plan. Participation by Employees in the 401(k) Plan shall be in accordance with the terms of the 401(k) Plan as it presently exists, and as it may be amended by the Employer from time to time.

The Union shall have the option, at its discretion, to substitute its own 401(k) Plan for the Company's 401(k) Plan. If such a change is made, the Company will deposit the pension payments exclusively to the Union's 401(k) Plan. The Union must provide the Company with ninety (90) days' notice before such a transition would become effective to enable the Company to make all necessary changes to facilitate the transition.

ARTICLE 15

SAFETY

SECTION 15.1 SAFETY POLICY

It is the policy of the Company to make its best efforts to provide Employees with places and conditions of employment that are free from or protected against occupational safety and health hazards. Under this Agreement, all worksites and facilities are the property of the U.S. Government, who is responsible for the condition and safety of the worksite. The Company agrees to permit one (1) bargaining unit member selected by the Union to participate in any locally scheduled safety meetings.

SECTION 15.2 OSHA STANDARDS

The Company will report any safety violations observed or reported to the Company in any U.S. Government-provided SDO workstation or break room.

ARTICLE 16

CONTINUITY OF OPERATIONS

A. **No Strike-No Lockout Provision.** It is the intention of the parties to adjust any and all claims, disputes, or grievances arising hereunder by resort to the procedures provided in this Agreement, and it is therefore agreed that during the life of this Agreement, there shall be no cessation of work, whether by strike, walkout, lockout, sick-out, picketing, or other interference with or curtailment of performance of duties, including sympathy strikes.

B. **Strike Lines.** During the life of this Agreement, a refusal by an employee or employees to cross a strike line at the employees' regular place of employment, established by the Union or any other labor organization or established by any other group, shall constitute a violation of Section A of this Article.

The Union agrees as part of the consideration of this Agreement that it will, within twelve (12) hours, take steps to end any work stoppages, strikes, intentional slowdown, picketing, or suspension of work, and shall notify its members by telephone, email, newspaper, and Employer and Union bulletin boards of such violation of this Agreement and shall instruct its membership to return to work immediately.

The Union agrees that it will not assist employees participating in such work stoppage, strikes, intentional slowdowns, picketing, or suspension of work against whatever disciplinary action the Employer may take and that such disciplinary action shall not be subject to the regular Grievance Procedure or to this Agreement.

ARTICLE 17

SEPARABILITY OF CONTRACT

In the event that any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction or through U.S. Government regulations or decree, such parties hereto agree to renegotiate such provision or provisions of this Agreement for the purpose of making them conform to the decree or U.S. Government statutes, so long as they shall remain legally effective. It is the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

Should any part of this Agreement or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by a decree of any court

of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof. Remaining parts or provisions shall remain in full force and effect.

ARTICLE 18

ENTIRE AGREEMENT

The parties acknowledge that during the negotiation which resulted in the Agreement, the unlimited right and opportunity to make demands and proposals with respect to any or matter not removed by law from the area of collective bargaining, and all understand agreements reach by the parties are set forth in this Agreement. Therefore, the Company and the Union shall not be obligated to bargain collectively on any matter pertaining to conditions of employment, including but not limited to, rates of pay, wages, hours of work, disciplinary actions, training requirements, etc., during the term of this Agreement, except as specifically provided for in other provisions of this Agreement.

ARTICLE 19

DURATION

This Agreement shall be effective from July 1, 2014 through June 30, 2017 and supersedes any and all prior agreements or understandings between the parties.

IN WITNESS WHEREOF, the parties have caused their representatives to sign this Agreement as full acknowledgment of their intention to be bound by the Agreement.

FOR: **National Union of Security Officers and Guards**

(b)(6);(b)(7)(C)

1/6/15
Date

FOR: **Akima Global Services, LLC**

(b)(6);(b)(7)(C)

For AGS

1/26/15
Date

Name: (b)(6);(b)(7)(C)

Title: DIRECTOR, LABOR & EMPLOYEE RELATIONS

Appendix A

WAGE SCHEDULE

Hourly Wage Rate:

Effective May 1, 2015	(b)(4)	per hour *
Effective May 1, 2016		per hour *
Effective May 1, 2017		per hour *

**A shift differential of four percent (4%) of the employee's regular hourly rate shall be paid for all hours worked between 2 P.M. and 10 P.M. A shift differential of six percent (6%) of the employee's regular hourly rate shall be paid for all hours worked between 10 P.M. and 6 A.M.*

Uniform Allowance:

Effective May 1, 2015	(b)(4)	per hour up to 40 hours per week
Effective May 1, 2016		per hour up to 40 hours per week
Effective May 1, 2017		per hour up to 40 hours per week

H&W Rate:

Effective May 1, 2015	(b)(4)	per hour up to 40 hours per week
Effective May 1, 2016		per hour up to 40 hours per week
Effective May 1, 2017		per hour up to 40 hours per week

Pension/401(k):

Effective May 1, 2015	(b)(4)	per hour up to 40 hours per week
Effective May 1, 2016		per hour up to 40 hours per week
Effective May 1, 2017		per hour up to 40 hours per week

Those Employees who were working part-time on the contract prior to October 1, 2014 will be afforded the first right of refusal for full-time positions as they become available. New hires will be hired on a part-time basis and will not be offered full-time positions until all part-time employees on the payroll prior to October 1, 2014 have exercised their right of first refusal for full-time status.

FOR: National Union of Security Officers and Guards

(b)(6);(b)(7)(C)

1/6/15
Date

FOR: Akima Global Services, LLC

(b)(6);(b)(7)(C)

for AGS

1/26/16
Date

Name: (b)(6);(b)(7)(C)

Title: DIR, LABOR + EMPLOYEE RELATIONS

From: (b)(6);(b)(7)(C)
Sent: 13 Jun 2017 02:10:57 -0400
To: (b)(6);(b)(7)(C)
Subject: Fw: ERO2.0 Task 4, Step 2 deliverable
Attachments: 170410 ERO2.0 Task4 Step2 deliverable_S.pdf

And here's the 2nd TCO deliverable submission. You should now be fully up to date.

Thanks,

(b)(6);(

(b)(6);(b)(7)(C)

McKinsey & Company
1200 19th Street NW, Suite 1000
Washington, DC 20036

Mobile: (b)(6); (b)(7)(C) - Forwarded by (b)(6);(b)(7)(C) DCG/NorthAmerica/MCKINSEY on 06/13/2017 02:09 AM -----

(b)(6);(b)(7)(C)

Date: 04/10/2017 06:38 PM
Subject: ERO2.0 Task 4, Step 2 deliverable

Good afternoon (b)(6);(b)

Hope your week is off to a nice start.
Please find attached our deliverable for ERO2.0 Transformation, Step 2 -- let me know if you have any questions or follow ups.

Best,

(b)(6);(

(See attached file: 170410 ERO2.0 Task4 Step2 deliverable_S.pdf)

(b)(6);(b)(7)(C)

McKinsey & Company, Inc.

Direct +1 (b)(6); (b)(7)(C)

(b)(6);(b)(7)(C)

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U.S. Immigration
and Customs
Enforcement

ERO2.0 Task 4: Step 2 deliverable

10 April 2017

PRELIMINARY – FOR DISCUSSION ONLY

Task 4, Step 2 deliverables

- 1 Prioritized lists of the requirements for modeling TCO across mission lifecycle**
- 2 Set of logic flows that collectively illustrate the relationships to be captured by a MVP version of a TCO model, including the initial data sets that feed the TCO estimate, as defined by requirements established in the first stage
- 3 Data sets to be used in developing a TCO estimate for ICE, including both cost and performance factors, as well as a list of data gaps and potential workarounds or recommendations for future data collection to fill those gaps

1 Prioritized list of requirements for TCO modeling

PRELIMINARY

Dynamic/queuing TCO model

(b)(4)



Task 4, Step 2 deliverables

- 1 Prioritized lists of the requirements for modeling TCO across mission lifecycle
- 2 Set of logic flows that collectively illustrate the relationships to be captured by a MVP version of a TCO model, including the initial data sets that feed the TCO estimate, as defined by requirements established in the first stage**
- 3 Data sets to be used in developing a TCO estimate for ICE, including both cost and performance factors, as well as a list of data gaps and potential workarounds or recommendations for future data collection to fill those gaps

2 Defining logic flows to establish a “total cost” detention mindset and model relationships

(b)(4)

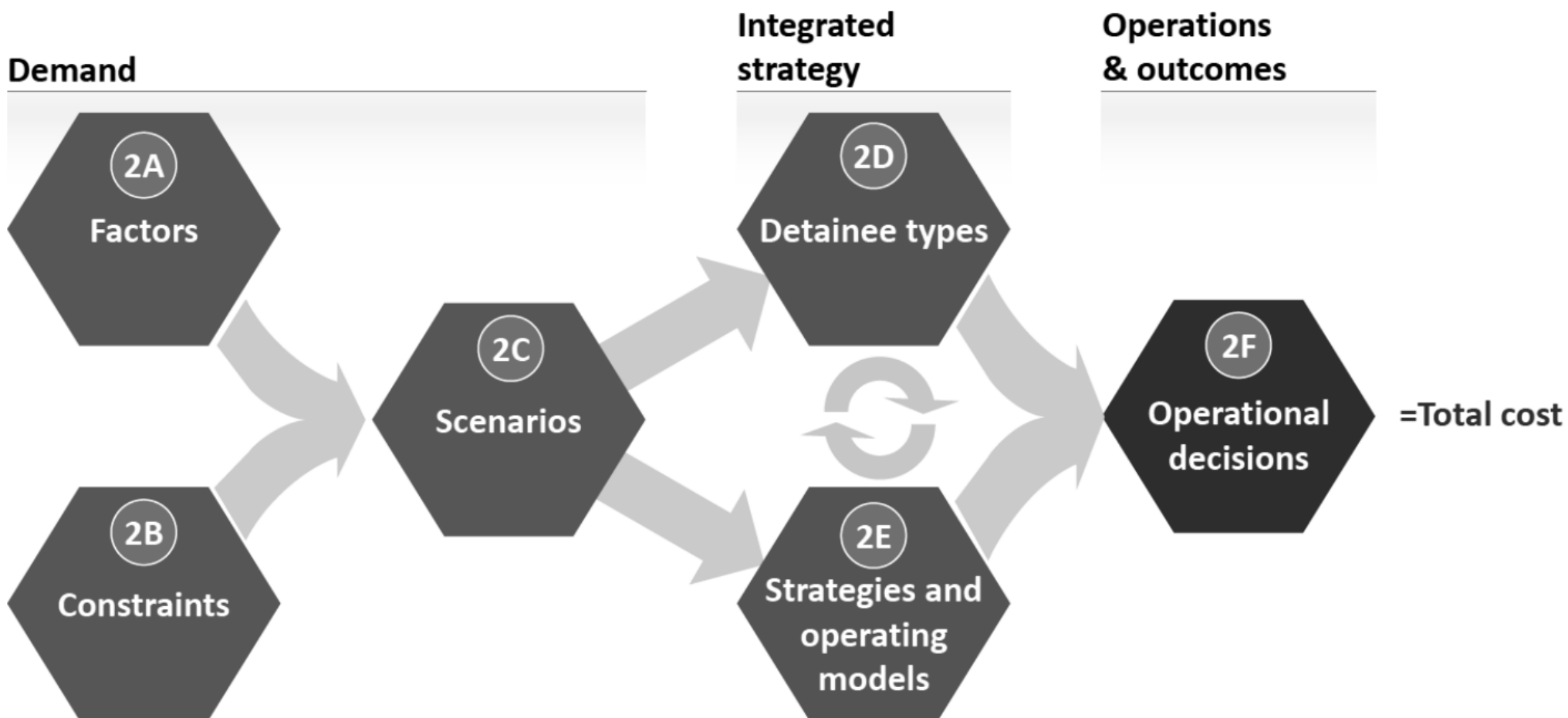
2 “Total cost” for fulfilling ICE's mission establishes relationships between a set of supply, demand, and operational influences



(b)(5)



2 Together, these elements form the logic of a “total cost” driven model



2A To estimate detention bed demand, TCO model can incorporate main drivers of elements both within and out of ICE's control

(b)(5)

2B In addition to bed demand drivers, a set of constraints add to the complexity of the overall detention placement strategy

Current status

(b)(5)

Transfer
policy

ICE
organizational
responsibility

Ninth Circuit

(b)(4)

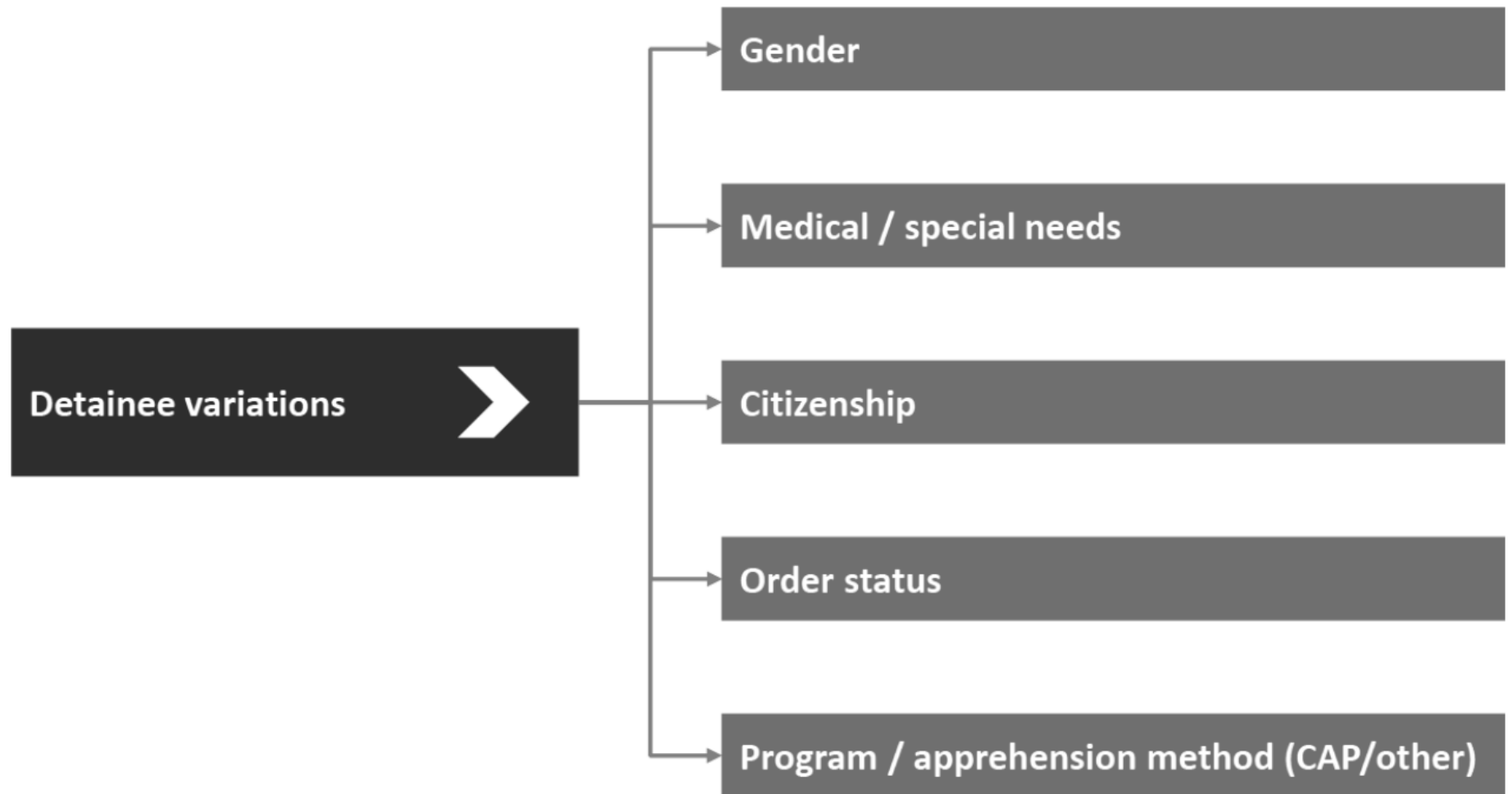
2C As factors vary, ICE could face a variety of different operating scenarios for detention and removals in 2020

Potential future scenarios

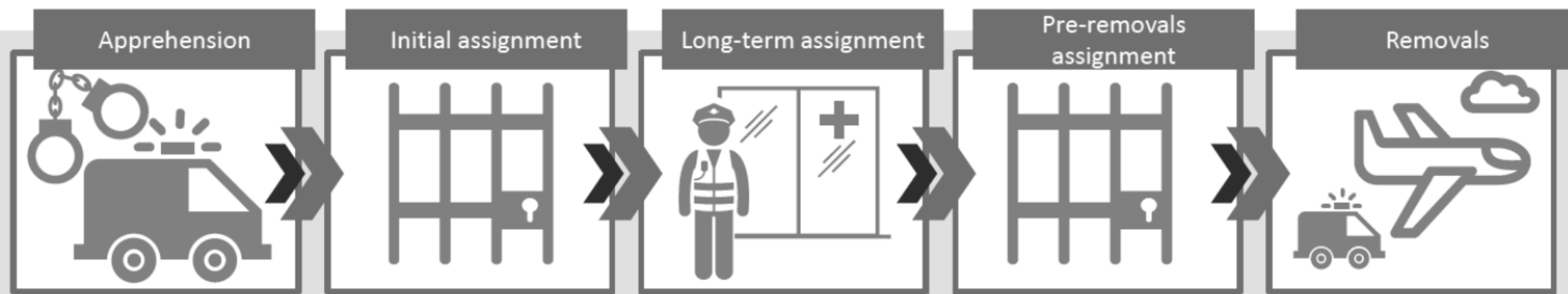
(b)(5)

Given the wide range of detention scenarios ICE could face, the strategic plan pursued should be flexible and adaptable

2D To model demand types and their lifecycle through the system, detainee archetypes can be built from combinations across five variations



2D A “total cost” model can use archetypes of detainees to estimate total removal costs and build options to inform procurement planning



(b)(5)

2E TCO analysis can test various detention strategies based on facility type, placement, and dedication to certain competencies

(b)(5)

- These are four potential strategies that can optimize total cost and efficiency
- Further analysis on totals costs across the lifecycle from apprehension to removal will refine analysis

2F At each of the four key decision points that affect the total cost outcome, there is a prioritized set of factors to consider

PRELIMINARY

(b)(4)

(b)(4)

4 routing
decisions ➤



2F For given archetypes, “total cost” models can compare decision flows and allocation across decision points

(b)(5)

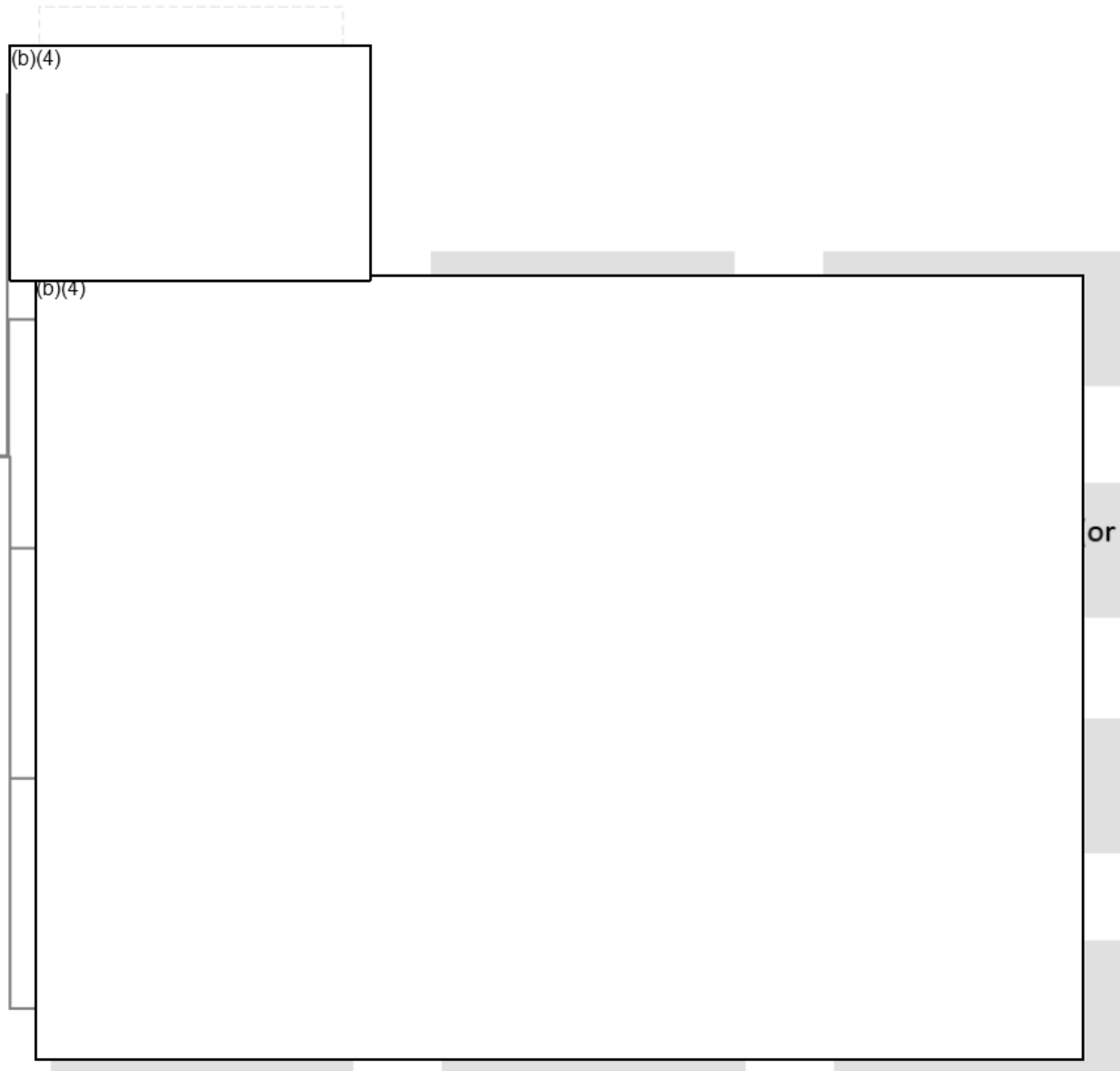
- Even though costs for certain steps are higher in Scenario 2, total cost is lower
- With 180K+ removals a year, this mindset can result in large savings



Task 4, Step 2 deliverables

- 1 Prioritized lists of the requirements for modeling TCO across mission lifecycle
- 2 Set of logic flows that collectively illustrate the relationships to be captured by a MVP version of a TCO model, including the initial data sets that feed the TCO estimate, as defined by requirements established in the first stage
- 3 Data sets to be used in developing a TCO estimate for ICE, including both cost and performance factors, as well as a list of data gaps and potential workarounds or recommendations for future data collection to fill those gaps**

3 Total cost of ownership integrates lifecycle/mission costs across ICE internal and third-party spend



3 Data assessment – 1 of 2

Category:	Field:	Source:
Apprehension location detail	(b)(4)	
Population characteristics		
(b)(4); (b)(5)		



3 Data assessment – 2 of 2

Category:	Field:	Source:
Facilities	(b)(4)	
Transportation		
LOS / removals		



From: (b)(6);(b)(7)(C)
Sent: 25 Sep 2017 09:36:14 -0400
To: (b)(6);(b)(7)(C)
Subject: FW: Funds for McKinsey // HSCECR-17-F-00003

Hey (b)(6) just a heads up the mckinsey funds were not on the 'approved' list so I'm holding off for now. The mod is otherwise ready to go.

From: (b)(6);(b)(7)(C)
Sent: Monday, September 25, 2017 8:48 AM
To: (b)(6);(b)(7)(C)
Subject: RE: Funds for McKinsey // HSCECR-17-F-00003

Hey (b)(6);(b)(7)(C) I don't see this requisition on the list of approvals. Is this still tied up in the approval process? I'm just asking since previous reqs for this order were approved pretty quickly.

Thanks,

From: (b)(6);(b)(7)(C)
Sent: Thursday, September 21, 2017 4:02 PM
To: (b)(6);(b)(7)(C)
Cc: (b)(6);(b)(7)(C)
Subject: Funds for McKinsey // HSCECR-17-F-00003

(b)(6);(b)(7)(C) another req for approval. This one is 192117EROLESA0058 in the amount of \$1,713,378.61.

- DCR
- McKinsey order HSCECR-17-F-00003
- FY 2017 Funded Amount: \$15,583,574.45
- Total Contract Amount: \$15,583,574.45
- POP is currently 1/3/17 – 10/27/17
- (b)(6);(b)(7)(C)
- Can the POP be reduced in order to obligate less funds in FY17? (Yes or No). If no, provide an explanation in Column I. If yes, say what the new PoP will be in Column J. If yes, say what the total dollar amount of funds not being obligated will be.
 - No. Funds are for upcoming invoices and are needed to fully fund current CLINS.

(b)(6);(b)(7)(C)
Contract Specialist
Detention, Compliance, and Removal
DHS/ICE/OAQ
202-732-(b)(6);(b)(7)(C)

From: (b)(6);(b)(7)(C)
Sent: 24 May 2018 12:29:08 +0000
To: (b)(6);(b)(7)(C)
Subject: FW: ERO 2.0 CLIN 2005/6 Notice

(b)(6);(b)(7)(C)

FYI it looks like the program office doesn't intent to exercise the final CLINs on the ERO 2.0 order. There are ~30 days remaining on the order; CLIN 3004 will expire on 6/24 and CLIN 1006 will expire 6/30/18.

From: (b)(6);(b)(7)(C)
Sent: Monday, May 21, 2018 11:10 AM
To: (b)(6);(b)(7)(C)
Cc: [REDACTED]
Subject: FW: ERO 2.0 CLIN 2005/6 Notice

(b)(6);(b)(7)(C) Per (b)(6);(b)(7)(C) they will not be funding the next option.

Thank You

(b)(6);(b)(7)(C)
Office 202-732-(b)(6);(b)(7)(C)
Cell 202-487-(b)(6);(b)(7)(C)

From: (b)(6);(b)(7)(C)
Sent: Monday, May 21, 2018 10:49 AM
To: (b)(6);(b)(7)(C)
Cc: [REDACTED]
Subject: RE: ERO 2.0 CLIN 2005/6 Notice

Hi (b)(6);(b)(7)(C)

No, we are not. Thank you for checking.

(b)(6);(b)(7)(C)

From: (b)(6);(b)(7)(C)
Sent: Monday, May 21, 2018 10:45 AM
To: (b)(6);(b)(7)(C)
Cc: [REDACTED]
Subject: FW: ERO 2.0 CLIN 2005/6 Notice

Good Morning COS (b)(6);(b)(7)(C)

Does Human Capital plan on funding the next POP 6/11/18 – 10/28/18 total is (b)(4)

Thank You

(b)(6);(b)(7)(C)

Office 202-732-(b)(6);(b)(7)(C)
Cell 202-487-9

From: (b)(6);(b)(7)(C)

Sent: Monday, May 21, 2018 7:59 AM

To: (b)(6);(b)(7)(C)

Subject: ERO 2.0 CLIN 2005/6 Notice

(b)(6);(b)(7)(C)

CLIN 3004 on HSCECR-17-F-00003 will expire in about 33 days. Do you know if we are planning to exercise CLINs 3005 and 3006? They seem to be intertwined so I believe we need to exercise them at the same time. I'd like to send McKinsey notice sometime this week.

Thanks,

(b)(6);(b)(7)(C)

Contract Specialist

Detention, Compliance, and Removal

DHS/ICE/OAQ

202-732-(b)(6);(b)(7)(C)

From: (b)(6);(b)(7)(C)
Sent: 15 Mar 2017 12:57:16 -0400
To: (b)(6);(b)(7)(C)
Cc:
Subject: FW: ERO Change Mgmt Services - End of week recap (1/3-1/6)

From: (b)(6);(b)(7)(C)
Sent: Friday, January 6, 2017 6:54 PM
To: (b)(6);(b)(7)(C)
Subject: Fwd: ERO Change Mgmt Services - End of week recap (1/3-1/6)

Oops - forgot to include the correct (b)(6);(b)(7)(C)

From: (b)(6);(b)(7)(C)
Sent: Saturday, January 07, 2017 12:19:44 AM
(b)(6);(b)(7)(C)
Subject: ERO Change Mgmt Services - End of week recap (1/3-1/6)

Hi (b)(6);(b)(7)(C)

Happy New Year! I hope you had a restful and enjoyable holiday season and are as excited as I am to be back in action.

This (short) week has certainly been action-packed, as we prepare to kick off our "alpha development run" in Detroit. We focused on ensuring the team is ready to hit the ground running, and refining our plans for co-creating the ERO 2.0 materials and building momentum for change in the field.

Next week, the ERO 2.0 team will co-locate in DC for a "Content Experts workshop," in which we will prepare for the Detroit supervisors kickoff (Jan 18-19), and the first Change Agents bootcamp (to begin Jan 23).

Have a great weekend,

(b)(6);(b)(7)(C)

Accomplishments this week:

(b)(4); (b)(6); (b)(7)(C)

(b)(4)

Plans for next week:

(b)(4)

Schedule for the next 2 weeks

Week of Jan 9-13

Team in Washington, DC

Mon, Jan 9

12:00-1:00PM -- Prep for ERO 2.0 Union Brief -- Phil, (b)(6):(b)(7)(C)

1:00-1:30PM -- Weekly Check-In w/ Phil Miller

2:30-3:00PM -- ICE bi-weekly check-in with (b)(6):(b)(7)(C)

1:00-5:00PM -- ERO 2.0 ADR Content Experts Prep workshop Day 1

Tue, Jan 10

8:30-5:00PM -- ERO 2.0 ADR Content Experts Prep workshop Day 2

9:00-9:30AM -- Union/ERO 2.0 Check-In Call

7:00-9:00PM -- ERO 2.0 Team Dinner at Ankara

Wed, Jan 11

9:00-5:00PM -- ERO 2.0 ADR Content Experts Prep workshop Day 3

Week of Jan 17-20

Team in Det W-Thurs

Mon, Jan 16 -- MLK Holiday

Tue, Jan 17

9:00-9:30AM -- Union/ERO 2.0 Check-In Call

12:00-1:00PM -- Project leaders check-in

Wed, Jan 18 (Detroit)

1:00-2:00PM -- Weekly Cross Team Check-in

7:00-9:00PM -- ERO 2.0 Team Dinner in Detroit

Thu, Jan 19 (Detroit)

8:00-12:00PM -- Meetings with Detroit AOR leadership and facility tour

1:00-4:00PM -- Kickoff with Detroit AOR supervisors

[REDACTED], PhD (DPhil)
McKinsey & Company, Inc. | 1200 19th St NW | Washington, DC 20036
Mobile: [REDACTED] Email: [REDACTED]

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From: (b)(6);(b)(7)(C)
Sent: 15 Mar 2017 12:56:47 -0400
To: (b)(6);(b)(7)(C)
Cc:
Subject: FW: ERO Change Mgmt Services - End of week recap (1/17-1/20)

From: (b)(6);(b)(7)(C)
Sent: Friday, January 20, 2017 4:14 PM

(b)(6);(b)(7)(C)

Subject: ERO Change Mgmt Services - End of week recap (1/17-1/20)

Hi (b)(6);(b)(7)(C)

This week was a turning point for the ERO 2.0 effort, as we kicked off our Detroit-based efforts. We spent Wednesday and Thursday immersed in the AOR, identifying the Change Agents who will be our partners in this over the coming months, meeting with all the managers and supervisors, and getting to know the local context.

The ERO 2.0 Content Experts were fantastic in terms of conveying the information and plans for Detroit, listening to questions and ideas, responding to healthy skepticism, and instilling confidence in the process and the desired outcomes. Special thanks to each team member -- and especially Rebecca and Mark, our gracious hosts in Detroit -- for all their hard work getting this started right.

Next week, the team will be "heads down" in Detroit for the Change Agent Bootcamp. Our chief goals are to orient the Change Agents to their role, the 2.0 effort, the recommendations, and the plans, as well as to problem-solve with them on what specifically to test in Detroit and how.

Have a great weekend,

(b)(6);(b)(7)(C)

Accomplishments this week:

(b)(4)

Priorities for next week:

(b)(4)

Schedule for the next two weeks:

Week of Jan 23rd

Team in Detroit for Change Agent Bootcamp Week 1

Bootcamp is 9-4pm Tues-Thurs this week

Mon, Jan 23

8:30-9AM – Check in with Nathalie Asher

9:00-9:30AM – Check in with Phil

9:30-10am – Check in with (b)(6);(b)(7)(C)

2:30-3:00PM – Check in with (b)(6);(b)(7)(C) Tracey, (b)(6);(b)(7)(C)

3-4PM – Kick off with Detroit Change Agents and (b)(6);(b)(7)(C)

7:00-9:00PM - Team dinner in Detroit with 2.0 team

Tue, Jan 24

9:00-9:30AM -- Union/ERO 2.0 Check-In Call

Wed, Jan 25

10:00-10:45AM -- Steering Committee Meeting

1:00-2:00PM -- Weekly Cross Team Check-in **TBR**

Week of Jan 30

Team in Detroit for Change Agent Bootcamp Week 2

Bootcamp is 9-4pm Mon-Thurs this week

Mon, Jan 30

1:00-2:00PM – **TBR**Project leaders check in call

Tue, Jan 31

9:00-9:30AM -- Union/ERO 2.0 Check-In Call

Wed, Jan 31

9-9:30AM – **Possible TBR** Check in with Phil

1:00-2:00PM -- Weekly Cross Team Check-in

(b)(6); (b)(7)(C)

McKinsey & Company, Inc. | 1200 19th St NW | Washington, DC 20036

Mobile: (b)(6); (b)(7)(C)

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copy it, disclose its contents or use it for any purpose.

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From: (b)(6);(b)(7)(C)
Sent: 18 Apr 2017 08:59:53 -0400
To: (b)(6);(b)(7)(C)
Cc:
Subject: FW: ERO Project (McKinsey)-Data for CDFs
Importance: High

(b)(6);(b)(7)(C)

Please send (b)(6);(b)(7)(C) the requested info below before noon today.

Thanks,

(b)(6);(b)(7)(C)

From: (b)(6);(b)(7)(C)
Sent: Tuesday, April 18, 2017 8:47 AM
To: (b)(6);(b)(7)(C)
Cc:
Subject: RE: ERO Project (McKinsey)-Data for CDFs
Importance: High

All,

Following-up on the e-mail below for Farmville and Krome. If possible, please send me the information by **noon today**.

Thank you!

V/R,

(b)(6);(b)(7)(C)

From: (b)(6);(b)(7)(C)
Sent: Thursday, April 13, 2017 1:48 PM
To: (b)(6);(b)(7)(C)
Cc:
Subject: ERO Project (McKinsey)-Data for CDFs
Importance: High

All,

I am assisting McKinsey (ERO Project) with gathering information on the following four (4) CDFs: Houston (existing and re-compete), Farmville, Krome, and South Texas/Pearsall. For the CDF contract you are assigned to, can you provide me the following information by **COB tomorrow if at all possible**?

1. Does the contract include pricing for transition-out and/or a six (6) month extension (IAW FAR 52.217-8)?
2. Are there currently any major issues (i.e.-litigation, negotiations) with the contract?

3. When does the current option period expire and what is the plan moving forward? (i.e.-Once the new Houston contract is awarded, how long will the current contract be extended for?)

Please let me know if you have questions. Thank you!

V/R,

(b)(6);(b)(7)(C)

(b)(6);(b)(7)(C)

DHS | ICE | Office of Acquisition Management (OAQ)

Detention, Compliance & Removals (DCR) | Contracting Officer

801 "I" Street, N.W., (b)(6);(b)(7)(C)

Mail Stop 5750

Washington, D.C. 20536-5750

Desk: (202) 732-(b)(6);

Mobile: (202) 345-(b)(6);

Email: (b)(6);(b)(7)(C)



United States Department of Homeland Security (DHS)
Immigration and Customs Enforcement (ICE)
Enforcement and Removal Operations
Change Management Services

Request for Quote (RFQ)
Volume 1: Technical Quote

Solicitation #: HSCECR-16-Q-00002, Amendment 1

Due: January 8, 2016 4:00 p.m. EST

Submitted to:

**ICE / Detention Compliance & Removals
Immigration and Customs Enforcement**

(b)(6);(b)(7)(C) Contracting Officer

801 I Street, NW, (b)(6);(b)(7)(C)

Washington, DC 20536

(b)(6);(b)(7)(C)

Submitted by:

McKinsey & Company, Inc. Washington D.C.

(b)(6);(b)(7)(C) Senior Partner

1200 19th Street, NW, Suite 1100

Washington, DC 20036

www.mckinsey.com

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From: (b)(6);(b)(7)(C)
Sent: 12 Jun 2017 23:10:50 -0400
To: (b)(6);(b)(7)(C)
Cc:
Subject: Fw: ICE Talent - contract deliverable
Attachments: 20170417_Talent initiatives_with sponsors.vF.pdf

(b)(6) here was the third talent management deliverable submission (and the first deliverable under Step 2).

(b)(6);(b)(7)(C)

McKinsey & Company
1200 19th Street NW, Suite 1000
Washington, DC 20036

Mobile: (b)(6); (b)(7)(C) ----- Forwarded by (b)(6);(b)(7)(C) DCG/NorthAmerica/MCKINSEY on 06/12/2017 11:08 PM -----

(b)(6);(b)(7)(C)

Date: 04/21/2017 04:34 PM
Subject: ICE Talent - contract deliverable

Hi (b)(6);

Attached is the deliverable for this week.

Hope you have a wonderful weekend!

Best Regards,

(b)(6);(b)(7)(C)

(b)(6);(b)(7)(C)

1200 19th St. NW, (b)(6);(b)(7)(C) Washington, D.C. 20036

(m) (b)(6); (b)(7)(C)

(See attached file: 20170417_Talent initiatives_with sponsors.vF.pdf)

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and Customs
Enforcement

Talent Management

Contract Deliverable

April 17, 2017

Pre-Decisional – Proprietary and Confidential

Identification of leadership sponsors to carry initiatives through to national level implementation

We are moving forward on a set of initiatives (1 of 3)

■ Field rollout

	Goal	Initiative	Sponsors
<div>1</div> <div>RECRUIT the best people for tomorrow's workforce</div>	(b)(5); (b)(6); (b)(7)(C)		



We are moving forward on a set of initiatives (2 of 3)

■ Field rollout

	Goal	Initiative	Sponsors
2	HIRE quality employees quickly	(b)(5); (b)(6); (b)(7)(C)	



We are moving forward on a set of initiatives (3 of 3)

■ Field rollout

	Goal	Initiative	Sponsors
<div>3</div> <div>GROW LEADERS for the next generation</div>	(b)(5); (b)(6); (b)(7)(C)		



From: (b)(6);(b)(7)(C)
Sent: 13 Dec 2017 08:50:53 -0500
To: (b)(6);(b)(7)(C)
Subject: FW: HSCECR-16-F-00004_P00006
Attachments: 05.03_HSCECR-16-F-00004_P00006.pdf, 05.04_P00006_CAR Form.pdf

(b)(6);(b)(7)(C)

Here is the mod to deob funds from the '16 McKinsey order. I was told they had it signed off but I never received the mod. I sent a second email this morning but if they signed off on it then it must be good to go. Let me know if I can make any edits. Thanks,

From: (b)(6);(b)(7)(C)
Sent: Tuesday, December 5, 2017 4:53 PM
To: (b)(6);(b)(7)(C)
Subject: RE: HSCECR-16-F-00004_P00006

Hi (b)(6);(b)(7)(C)

I just got sign off from finance. I'll go ahead and get this signed and back to you asap.

Apologies for the delay.

From: (b)(6);(b)(7)(C)
Sent: Tuesday, December 5, 2017 4:08 PM
To: (b)(6);(b)(7)(C)
Subject: RE: HSCECR-16-F-00004_P00006

(b)(6);(b)(7)(C) This requisition is starting to age on my desk a little bit; I'd really like to get this taken care of. If we haven't heard back from your team by Monday, we're going to go ahead and deobligate the funds unilaterally.

Thanks,

From: (b)(6);(b)(7)(C)
Sent: Monday, December 4, 2017 12:44 PM
To: (b)(6);(b)(7)(C)
Subject: Re: HSCECR-16-F-00004_P00006

Hi (b)(6);(b)(7)(C)

I haven't heard back yet, but let me circle back with the finance team to get a definitive answer.

Sent from my iPhone

On Dec 4, 2017, at 10:51 AM, (b)(6);(b)(7)(C) wrote:

Good morning (b)(6);(b)(7)(C), has you heard anything from the team on this? Thanks,

From: (b)(6);(b)(7)(C)
Sent: Thursday, November 30, 2017 11:28 AM
To: (b)(6);(b)(7)(C)
Subject: RE: HSCECR-16-F-00004_P00006

Hello (b)(6), I just wanted to confirm my request below. Let me know if you have any questions. Thanks,

From: (b)(6);(b)(7)(C)
Sent: Wednesday, November 29, 2017 10:19 AM
To: (b)(6);(b)(7)(C)
Subject: HSCECR-16-F-00004_P00006

Good morning (b)(6);(C)
We're looking to deobligate some unused funds from the 16 Task Order. Please review the mod and let me know if you have any questions/problems. If not, please sign in box 15 and return to me.

Thanks,

(b)(6);(b)(7)(C)
Contract Specialist
Detention, Compliance, and Removal
DHS/ICE/OAQ
202-732-(b)(6);(b)

+=====+
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This email is confidential and may be privileged. If you have received it in error, please notify us immediately and then delete it. Please do not copy it, disclose its contents or use it for any purpose.

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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. P00006		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO.	
6. ISSUED BY ICE/DCR		7. ADMINISTERED BY (If other than Item 6)		5. PROJECT NO. (If applicable)	
ICEDETENTION COMPLIANCE REMOVALS IMMIGRATION AND CUSTOMS ENFORCEMENT OFFICE OF ACQUISITION MANAGEMENT 801 I STREET NW (b)(6);(b)(7)(C) WASHINGTON DC 20536					
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) MCKINSEY COMPANY INC WASHINGTON DC ATTN (b)(6);(b)(7)(C) 1200 19TH ST NW SUITE 1100 WASHINGTON DC 20036		(x)		9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
		x		10A. MODIFICATION OF CONTRACT/ORDER NO. GS-10F-0118S HSCECR-16-F-00004	
				10B. DATED (SEE ITEM 13) 03/14/2016	
CODE 8252293180000		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule		Net Decrease:		-\$184,433.03	
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).				
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
X	D. OTHER (Specify type of modification and authority) Deobligation of funds				
E. IMPORTANT: Contractor <input type="checkbox"/> is not. <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)					
DUNS Number: 825229318					
COR: (b)(6);(b)(7)(C) (202) 732-(b)(6);(b)(7)(C)					
Alt. COR: (b)(6);(b)(7)(C) (202) 732-(b)(6);(b)(7)(C)					
Contracting Officer: (b)(6);(b)(7)(C) (202) 732-(b)(6);(b)(7)(C)					
The purpose of this modification is to deobligate funds from CLINs 1001 and 1002 in the amount of (b)(4)					
All other terms and conditions remain unchanged.					
Continued ...					
Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6);(b)(7)(C)			
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)		16C. DATE SIGNED	

REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
GS-10F-0118S/HSCECR-16-F-00004/P00006	2	2

MCKINSEY COMPANY INC WASHINGTON DC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Exempt Action: N Sensitive Award: NONE</p> <p>Delivery: 30 Days After Award</p> <p>Discount Terms:</p> <p style="padding-left: 40px;">Net 30</p> <p>Delivery Location Code: ICE/ERO</p> <p>ICE ENFORCEMENT REMOVAL</p> <p>IMMIGRATION AND CUSTOMS ENFORCEMENT</p> <p>801 I STREET NW</p> <p>SUITE 900</p> <p>WASHINGTON DC 20536</p> <p>Accounting Info:</p> <div style="border: 1px solid black; height: 30px; width: 450px; margin-bottom: 5px;"></div> <p>FOB: Destination</p> <p>Period of Performance: 03/21/2016 to 03/20/2018</p> <p>Change Item 10001 to read as follows (amount shown is the total amount):</p>				
10001	<p>BASE PERIOD CHANGE MANAGEMENT SERVICES</p> <p>Change Item 10002 to read as follows (amount shown is the total amount):</p>				3,517,031.57
10002	<p>BASE PERIOD TRAVEL</p>				48,614.97

CONTRACT ACTION REVIEW (CAR)		
DATE SUBMITTED	CONTRACT/ORDER NO.	LIST <u>ANY</u> SUPPORTING DOCUMENTS THAT SHOULD BE UPLOADED IN THE FILE PER THIS ACTION <u>AND</u> ARE NOT SPECIFIED ON THE FILE CHECKLIST DFC CONF EMAIL DISTRIBUTION MOD LOG
12/13/17	HSCECR-16-F-00004	
MODIFICATION #	RFQ/RFP NO.	
P00006		

<p align="center">CONTRACTING OFFICER REVIEW</p>	
---	--

CONTRACTING OFFICER REVIEW COMMENTS	CONTRACT SPECIALIST COMMENT RESOLUTION

LEVEL TWO REVIEWER <i>(Printed name) * Required if > \$500,000</i>

SIGNATURE	DATE

DATE

LEVEL ONE REVIEWER <i>(Printed name and position)</i>
(b)(6);(b)(7)(C)

CONTRACT SPECIALIST <i>(Typed/printed name)</i>	
(b)(6);(b)(7)(C)	

(b)(6);(b)(7)(C)

(b)(6);(b)(7)(C)

SIGNATURE	DATE

DATE

SIGNATURE	DATE
(b)(6);(b)(7)(C)	

DATE

(b)(6);(b)(7)(C)

From: (b)(6);(b)(7)(C)
Sent: 17 May 2018 18:06:19 +0000
To: (b)(6);(b)(7)(C)
Subject: FW: HSCECR-17-F-00003_P00021 // 192118EROLESA0034

(b)(6);(b)(7)(C) signed this CAR form so HSCECR-17-F-00003 is ready to be released.

-----Original Message-----

From: (b)(6);(b)(7)(C)
Sent: Thursday, May 17, 2018 12:37 PM
To: (b)(6);(b)(7)(C)
Subject: RE: HSECR-17-F-00003_P00021 // 192118EROLESA0034

(b)(6);(b)(7)(C)

This CAR has been signed/saved. Thank you!

(b)(6);(b)(7)(C)

Detention, Compliance & Removals | Section Chief DHS | ICE | Office of Acquisition Management (OAQ)
Phone: 202-732-(b)(6); Mobile: 202-369-(b)(6);
Email: (b)(6);(b)(7)(C)

-----Original Message-----

From: (b)(6);(b)(7)(C)
Sent: Wednesday, May 16, 2018 3:11 PM
To: (b)(6);(b)(7)(C)
Subject: FW: HSECR-17-F-00003_P00021 // 192118EROLESA0034

(b)(6);(b)(7) another funding mod and CAR Form for your review. This is the final round of funding for CLIN 1006 on the McKinsey task order, HSCECR-17-F-00003, which we've funded monthly for the past three months. Let me know if you have any questions or if I can make any changes. Thanks!

S:\OAQ DCR CONTRACT FILES\DCR-DC\4-Southeast-Team-(b)(6) Change Management Services
(HSCECR-17-F-00003 Logical Follow-on TO)\HSCECR-17-F-00003_P00021

-----Original Message-----

From: (b)(6);(b)(7)(C)
Sent: Wednesday, May 16, 2018 2:36 PM
To: (b)(6);(b)(7)(C)
Subject: RE: HSECR-17-F-00003_P00021 // 192118EROLESA0034

Signed. Let me know when the CAR form is signed and I'll release. Thanks!

(b)(6);(b)(7)

Section Chief | Detention, Compliance & Removals DHS | ICE | Office of Acquisition Management (OAQ)
Office: 202-732-(b)(6); Mobile: 202-380-(b)(6);(b)
Email: (b)(6);(b)(7)(C)

-----Original Message-----

From: (b)(6);(b)(7)(C)
Sent: Wednesday, May 16, 2018 11:53 AM
To: (b)(6);(b)(7)(C)
Subject: RE: HSECR-17-F-00003_P00021 // 192118EROLESA0034

Yep just added it

-----Original Message-----

From: (b)(6);(b)(7)(C)
Sent: Wednesday, May 16, 2018 11:40 AM
To: (b)(6);(b)(7)(C)
Subject: RE: HSECR-17-F-00003_P00021 // 192118EROLESA0034

Can you include the incremental funding paragraph? (b)(6);(b)(7) will not like it if we don't have it.

(b)(6);(b)(7)(C)

Section Chief | Detention, Compliance & Removals DHS | ICE | Office of Acquisition Management (OAQ)
Office: 202-732-(b)(6) | Mobile: 202-380-(b)(6)
Email: (b)(6);(b)(7)(C)

-----Original Message-----

From: (b)(6);(b)(7)(C)
Sent: Wednesday, May 16, 2018 11:21 AM
To: (b)(6);(b)(7)(C)
Subject: RE: HSECR-17-F-00003_P00021 // 192118EROLESA0034

I forgot we also altered the period of performance last time, which is why we did the mod bilaterally. I changed the authority back so we can do it unilaterally; it is ready for your review now. The CAR form will also go to (b)(6);(b)(7) for review.

S:\OAQ DCR CONTRACT FILES\DCR-DC\4-Southeast-Team-(b)(6) Change Management Services
(HSECR-17-F-00003 Logical Follow-on TO)\HSECR-17-F-00003_P00021

-----Original Message-----

From: (b)(6);(b)(7)(C)
Sent: Wednesday, May 16, 2018 10:42 AM
To: (b)(6);(b)(7)(C)
Subject: RE: HSECR-17-F-00003_P00021 // 192118EROLESA0034

Why did we do it bi-laterally last time? Because we were late to exercise the option? That's what I'm guessing because you haven't changed the authority.
Do you think the same reason exists to do it bi-laterally this time and 52-217-9 is still the appropriate authority?

(b)(6);(b)(7)(C)

Section Chief | Detention, Compliance & Removals DHS | ICE | Office of Acquisition Management (OAQ)
Office: 202-732-(b)(6) | Mobile: 202-380-(b)(6);
Email: (b)(6);(b)(7)(C)

-----Original Message-----

From: (b)(6);(b)(7)(C)
Sent: Wednesday, May 16, 2018 10:09 AM
To: (b)(6);(b)(7)(C)
Subject: HSECR-17-F-00003_P00021 // 192118EROLESA0034

(b)(6) this is a funding mod for ERO 2.0. It's the last round of funds for CLIN 1006, so that is funded all the way to 6/30. We did this bilaterally last time so please take a look and I'll send it to McKinsey to be signed.

S:\OAQ DCR CONTRACT FILES\DCR-DC\4-Southeast-Team-(b)(6); Change Management Services
(HSECR-17-F-00003 Logical Follow-on TO)\HSECR-17-F-00003_P00021

-----Original Message-----

From: (b)(6);(b)(7)(C)

Sent: Monday, May 7, 2018 9:36 AM

To: (b)(6);(b)(7)(C)

Subject: PRISM Buyer Assignment Notification

Reference Document: Requisition, 192118EROLESA0034.

Message: (b)(6);(b)(7)(C) was assigned as the Buyer on 05/07/2018.

You may access the document at <https://prism.dhs.gov/prod/>

Owner: (b)(6);(b)(7)(C)

Requisitioner: ICE Enforcement and Removal Operati

Buyer: (b)(6);(b)(7)(C)

Site: ICE DCR

Originating Office: ICE/ERO

From: (b)(6);(b)(7)(C)
Sent: 13 Jun 2017 02:09:48 -0400
To: (b)(6);(b)(7)(C)
Subject: Fw: ICE ERO Transformation Task 4 (TCO Procurment Strategy), Step 1 deliverable
Attachments: 170308 TCO Steering Committee Step 1 deliverable.pdf

(b)(6); here's the first TCO deliverable submission from a few months ago.

(b)(6);(b)(7)(C)
McKinsey & Company
1200 19th Street NW, Suite 1000
Washington, DC 20036
Mobile: (b)(6); (b)(7)(C) ----- Forwarded by (b)(6);(b)(7)(C) DCG/NorthAmerica/MCKINSEY on 06/13/2017 02:08 AM -----

(b)(6);(b)(7)(C)
Date: 03/17/2017 05:01 PM
Subject: ICE ERO Transformation Task 4 (TCO Procurment Strategy), Step 1 deliverable

Hi (b)(6);(

(b)(6);(b)(7)(and I are enclosing a copy of the deliverable presented for ICE ERO Transformation Task 4 (TCO Procurement Strategy), Step 1.
This was formally presented to (b)(6);(b)(7)(C) and EADs Valerio and Miller on March 8 at headquarters in a Steering Committee meeting.
Please let me know if you have any questions or if I can be of further assistance.

I hope that you have a nice weekend.

Best,
(b)(6);(

(See attached file: 170308 TCO Steering Committee Step 1 deliverable.pdf)

(b)(6);(b)(7)(C)
McKinsey & Company, Inc.
Direct +1 (b)(6); (b)(7)(C)
(b)(6);(b)(7)(C)

+=====+
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This email is confidential and may be privileged. If you have received it in error, please notify us immediately and then delete it. Please do not copy it, disclose its contents or use it for any purpose.
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U.S. Immigration
and Customs
Enforcement

ICE Procurement: Confirming the opportunity

Steering Committee

PRELIMINARY

8 March 2017

Objectives of today's conversation

- Review savings opportunities in detention contracts and root causes of process challenges
- Decide to move forward to capture the value at stake
- Agree on how we will work together to pursue the opportunity

Contents

- **Background on the TCO project origin, scope and objectives**
- Opportunities to generate savings on detention spend
- Root causes of challenges in the procurement process
- Moving to action

Why we are here today: we want to improve detention spend effectiveness given ERO's current and future requirements

We are one month into a four-month effort

(b)(4)



The “procurement process” includes a wide range of players across HQ and the field

PRELIMINARY

NOT EXHAUSTIVE

(b)(4)



1 OPLA also has group that covers OAQ, which provides legal interpretation of procurement contracts and legal obligations



Contents

- Background on the TCO project origin, scope and objectives
- **Opportunities to generate savings on detention spend**
- Root causes of challenges in the procurement process
- Moving to action

Summary of detention savings opportunities

(b)(4); (b)(5)



We estimate ~\$150 – 385M savings (~10 – 25%) may be possible on ~\$1.4B third-party detention facility spend; of this, ~\$130 – 270M through facility rate reduction



1 Based on \$1.4B of third-party detention spend, including ~\$180M of spend in FY16 on unoccupied capacity for guaranteed minimums
NOTE: Numbers are rounded
SOURCE: FFMS AP data; Facilities List (1-17-2017); jail cost statements; expert interviews; team analysis
2019-ICLI-00048 289
Pre-Decisional – Proprietary and Confidential

1-3 ICE operates four facility types with unique cost structures

(b)(4); (b)(5)

1 Includes USMS CDF

2 Excludes outsourced medical staffing, IHSC staffing, supplies

3 Excludes USMS agreements

4 Excluded USMS CDF

NOTE: numbers may not add/multiply/divide due to rounding

SOURCE: Facilities List 01-17-2017; FFMS AP data, FY16; team analysis



1-3 Variations in contract structure make it hard to compare rates

		Broward	Otero	Krome	Cibola	Hall	Stewart ¹
Facility type		(b)(4)					
Included in rate	Medical						
	Transport						
	Capital charge						
	Taxes						
	Margin						
Pricing	Guaranteed minimum						
	Tiered rate ² first bed						
	Tiered rate ² last bed						
Detailed jail cost statement provided (date last updated)							


It is difficult to compare contracts due to the high level of variability in structure and data available

¹ Guaranteed minimum and tiered rate is not included in the provided contract

(b)(4)

1-3 ICE may be able save \$130M – 270M through improvements in facility bed-night rate

(b)(4); (b)(5)



1 Includes USMS CDF 2 Guard service and family centers included (family bed rate based on GM not ADP), excludes outsourced medical staffing, IHSC staffing, supplies 3 Excludes USMS agreements 4 Excluded USMS CDF 5 For CDF/SPC/IGSA, savings come from moving bed day nights to should cost rate of 65\$ to 88% with max low/high has 15%, 25% respectively

NOTE: numbers are rounded

SOURCE: Facilities List 01-17-2017; team analysis

1-3 We used two approaches to develop a range of what a bed-night should cost

PRELIMINARY

(b)(4); (b)(5)

1 ICE facilities may drive more staffing expense. Staffing currently at \$(b) of OpEx – may double to \$(b)

2 CDF and DIGSA, includes USMS CDF

3 SPC, family and staging

4 IGSA's excluding USMS agreements

SOURCE: ERO Custody Management Facility List Report, expert interviews



1 For two major vendors, ICE rates are higher than what the average customer pays (\$52-64)

(b)(4); (b)(5)

1 CCA/CoreCivic's and GEO's fiscal year is calendar year while ICE's fiscal year is Oct. 1st – Sept. 30th

2 Excludes USMS CDF (\$~~(b)(4)~~) due to unique structure of that agreement

3 Assumes all of ICE's ATD budget FY16 (\$122.5M) spent with GEO, per GEO's 2015 10K, to estimate non-ICE US Corrections & Detention total revenue

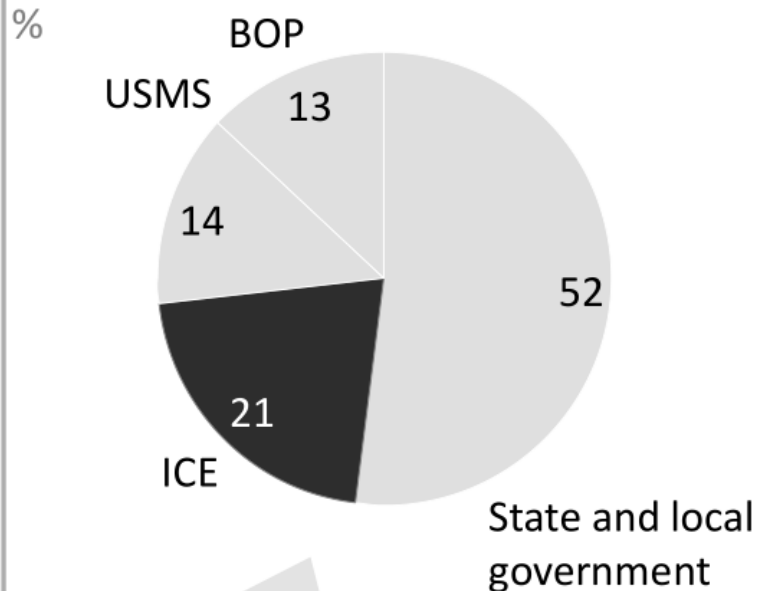
SOURCE: Annual reports; ERO Custody Management Facility List Report; ICE budget



1 ICE is a significant and growing share of industry revenue for private detention providers and is well-positioned to negotiate with vendors

ICE is a large facility services customer. . .

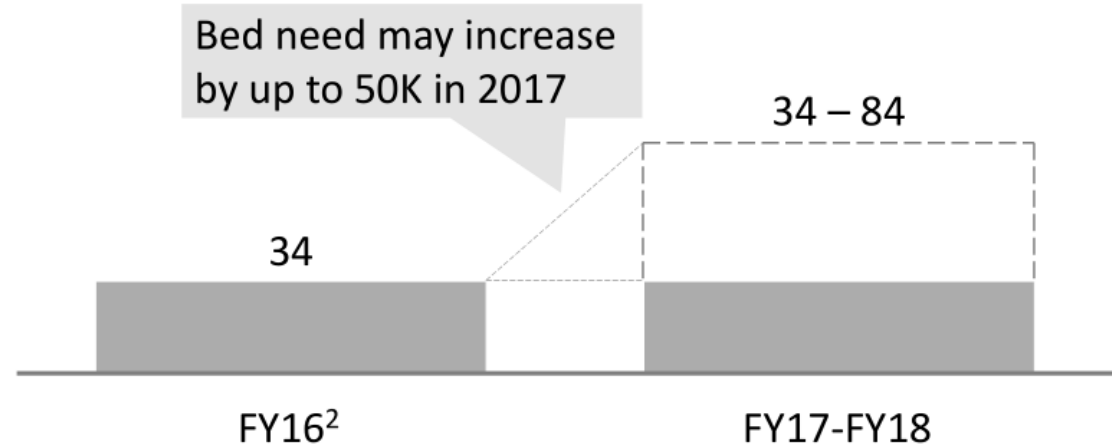
Share of industry revenue¹ by government customer, 2016



. . . and, ICE's demand may grow significantly

Estimated ICE detention supply

Beds, K



(b)(4)

ICE's significant and growing share of industry revenue gives it a strong negotiating position

¹ Private corrections/detention facilities market, total size = \$5.3B in 2016 ² Budgeted for ADP 2016

SOURCE: IBISWorld industry report, "Correctional Facilities in the US," Nov. 2016

1 “Should cost” estimates for detention services range from ~\$ (b)(4) per bed-night for a 1,000 bed facility

Detail to follow

	Cost category	Cibola (NM) 1129 beds	Otero (NM) 1000 beds	ICE Best-in-class	Industry standard
1a	Staffing	(b)(4)			
1b	Medical				
1c	Food				
1d	Supplies				
Total (b)(4) cost, \$ per bed-night (100% occupancy)		(b)(4)			
1e	CapEx & facility				
1f	Taxes & margin				
Total cost, \$ per bed-night (100% occupancy)		(b)(4)			

ICE best-in-class and industry standard “should costs” both triangulate to a “core OpEx should cost” of \$ (b)(4) per bed-night

This reflects the total cost to the vendor for services at a facility, not the price ICE pays

1 Medical staffing is outsourced at Cibola

2 Excludes CAPEX & Margin

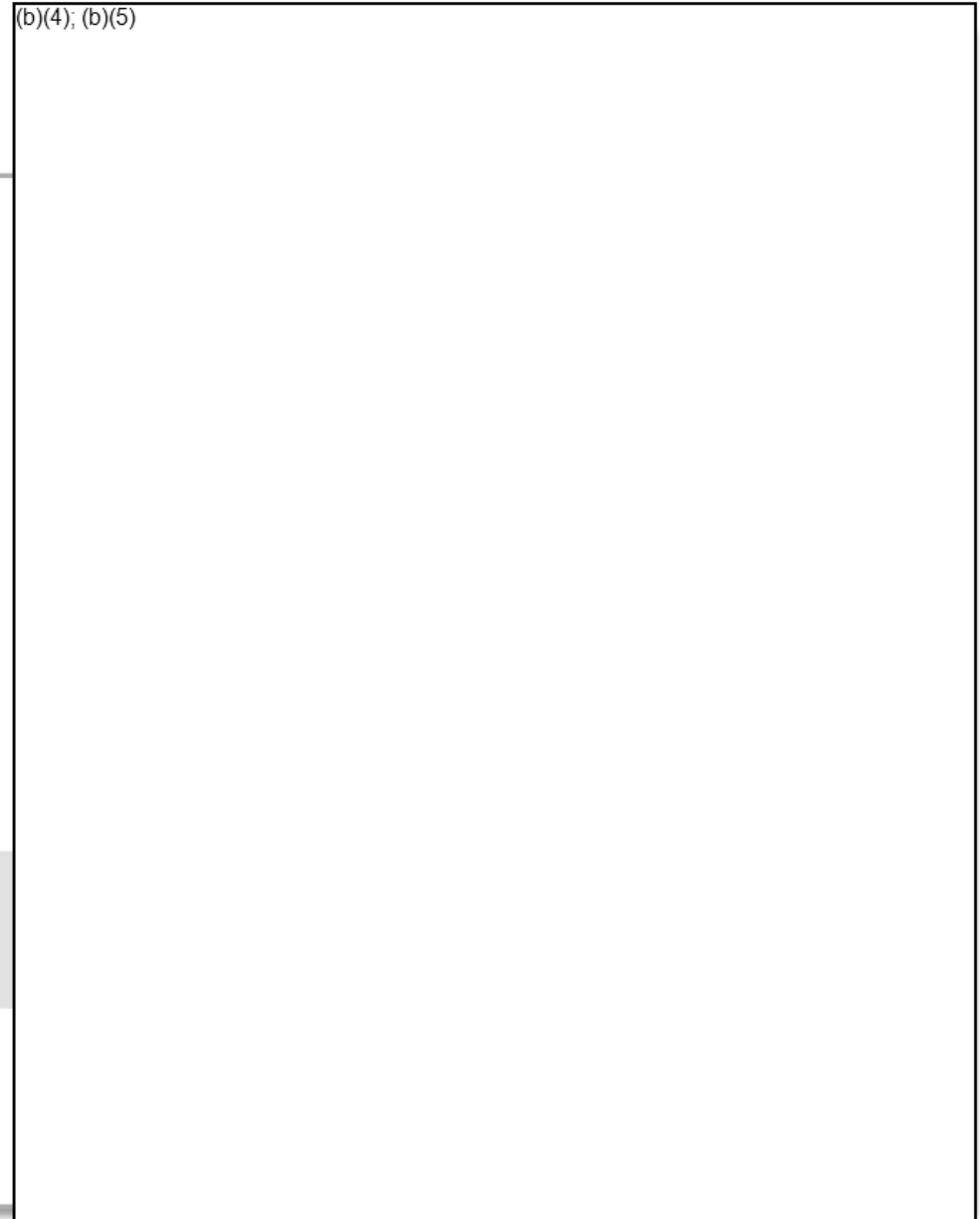
3 Supplies cost \$ (b)(4)

Note: numbers do not add up due to rounding

SOURCE: Jail cost statements, Otero County financials, expert interviews

1a Staffing cost differentials between ICE facilities are not explained by differential staffing needs

Metric	Cibola	Otero	Difference
Staffing cost per bed-night	(b)(4)		
Staffing cost (\$M)			
Total FTEs			
Guards (#)			
Other (#)			



1 2015 annual mean correction officer salary from the Bureau of Labor Statistics is ~\$28,6K for Dona Ana County (Otero) and ~\$33.7K for Cibola county

(b)(4)

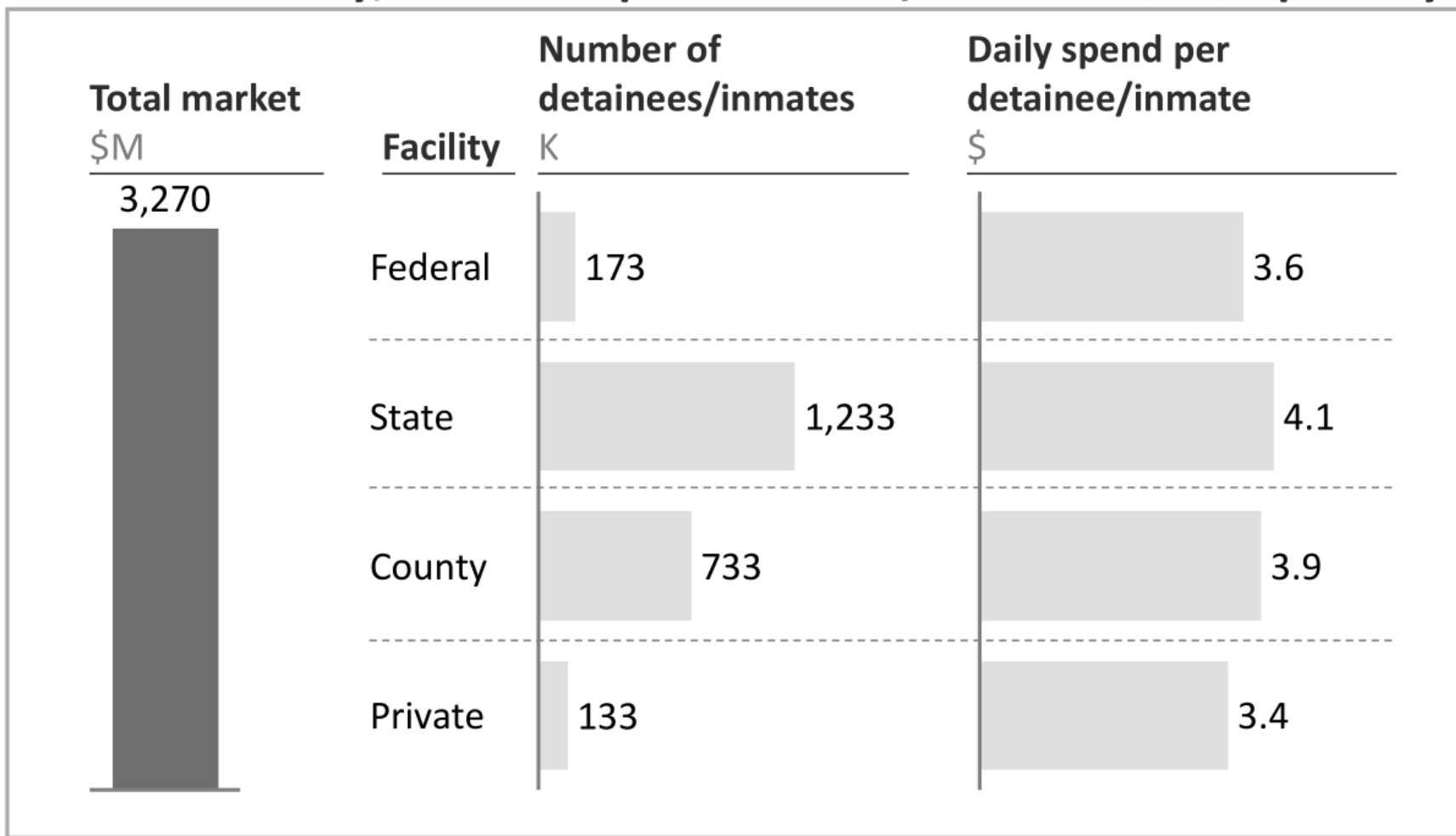
SOURCE: Jail cost statements, DOL BLS



1b Medical staffing level varies between facilities of similar sizes

(b)(5); (b)(7)(E)

1c Across the industry, food cost per detainee/inmate is \$3-\$4 per day



(b)(4); (b)(5)

2-3 Special facilities and IGSAs both have savings opportunities

VERY PRELIMINARY

We see a set of opportunities to drive savings by facility

	Potential opportunities to explore	Estimated savings range %
2 Special facilities	(b)(4); (b)(5)	
3 IGSAs		

SOURCE: Stakeholder interviews, GAO Report, "Immigration Detention: Additional Actions Needed to Strengthen Management and Oversight of Facility Costs and Standards," Oct. 2014

4 Operational decisions to fill low cost beds before expensive beds can create additional savings—and inform longer-term strategy

PRELIMINARY

(b)(4); (b)(5)

SOURCE: Facilities List 01-17-2017

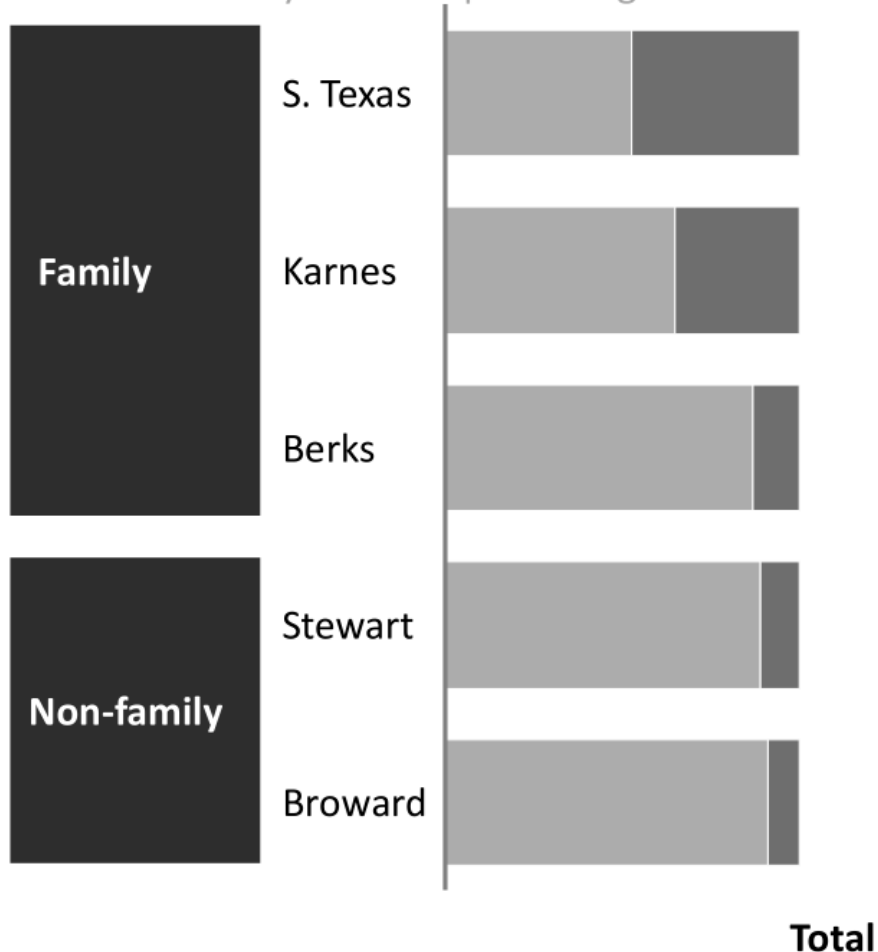


5 ICE appears to have spent \$160 – 165M in 2016 for unused beds

ICE appears to spend ~\$160 – 165M on unused capacity each year

Guaranteed minimum shortfall

CY 2016 monthly ADP compared to guaranteed minimums



- Occupied
- Unoccupied paid beds
- Annual cost (\$ M)

(b)(4); (b)(5)

Contents

- Background on the TCO project origin, scope and objectives
- Opportunities to generate savings on detention spend
- **Root causes of challenges in the procurement process**
- Moving to action

There are four elements of best practice procurement



1 Strategic alignment

(b)(4)

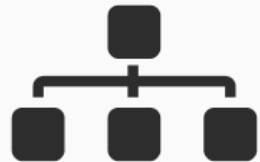


2 Category plans and process

(b)(4)



3 Capabilities and mindsets



4 Structure and systems

Across these elements, ICE is building and applying strengths

PRELIMINARY

Elements	Strengths/efforts to date
1 Strategic alignment	
2 Category plans and process	(b)(5)
3 Capabilities and mindsets	
4 Structure and systems	

efforts-to-date
would you add?



Gaps in each of these four areas make it difficult for ICE to realize the full potential value from its procurements

PRELIMINARY

Elements	Gaps to best practice
1 Strategic alignment	(b)(5); (b)(7)(E)
2 Category plans and process	
3 Capabilities and mindsets	
4 Structure and systems	

SOURCE: Stakeholder interviews



Contents

- Background on the TCO project origin, scope and objectives
- Opportunities to generate savings on detention spend
- Root causes of challenges in the procurement process
- **Moving to action**

We need to make two decisions to move forward

1. (b)(4)

2.



Moving forward, efforts should be collaborative, flexible, and iterative

From: (b)(6);(b)(7)(C)
Sent: 12 Jun 2017 23:10:02 -0400
To: (b)(6);(b)(7)(C)
Cc:
Subject: Fw: ICE Talent - strategy contract deliverable
Attachments: 20170213_Talent Mgmt strategy deliverables.pdf

(b)(6); here was the first talent management deliverable submission.

(b)(6);(b)(7)(C)
McKinsey & Company
1200 19th Street NW, Suite 1000
Washington, DC 20036
Mobile (b)(6); (b)(7)(C) - Forwarded by (b)(6);(b)(7)(C) DCG/NorthAmerica/MCKINSEY on 06/12/2017 11:07 PM -----

(b)(6);(b)(7)(C)
Date: 02/24/2017 11:27 AM
Subject: ICE Talent - strategy contract deliverable

Hi (b)(6);(b)(7)(C)

Please see the deliverable attached that we discussed last week.

Hope you have a wonderful weekend!

Best Regards,

(b)(6)

(b)(6);(b)(7)(C)
1200 19th St. NW, (b)(6);(b)(7)(C) Washington, D.C. 20036
(m)(b)(6); (b)(7)(C)
(See attached file: 20170213_Talent Mgmt strategy deliverables.pdf)

+=====+
=====+
This email is confidential and may be privileged. If you have received it
in error, please notify us immediately and then delete it. Please do not
copy it, disclose its contents or use it for any purpose.
+=====+
=====+



U.S. Immigration
and Customs
Enforcement

Talent Management

Contract Deliverable

February 13, 2017

Pre-Decisional – Proprietary and Confidential

Objectives

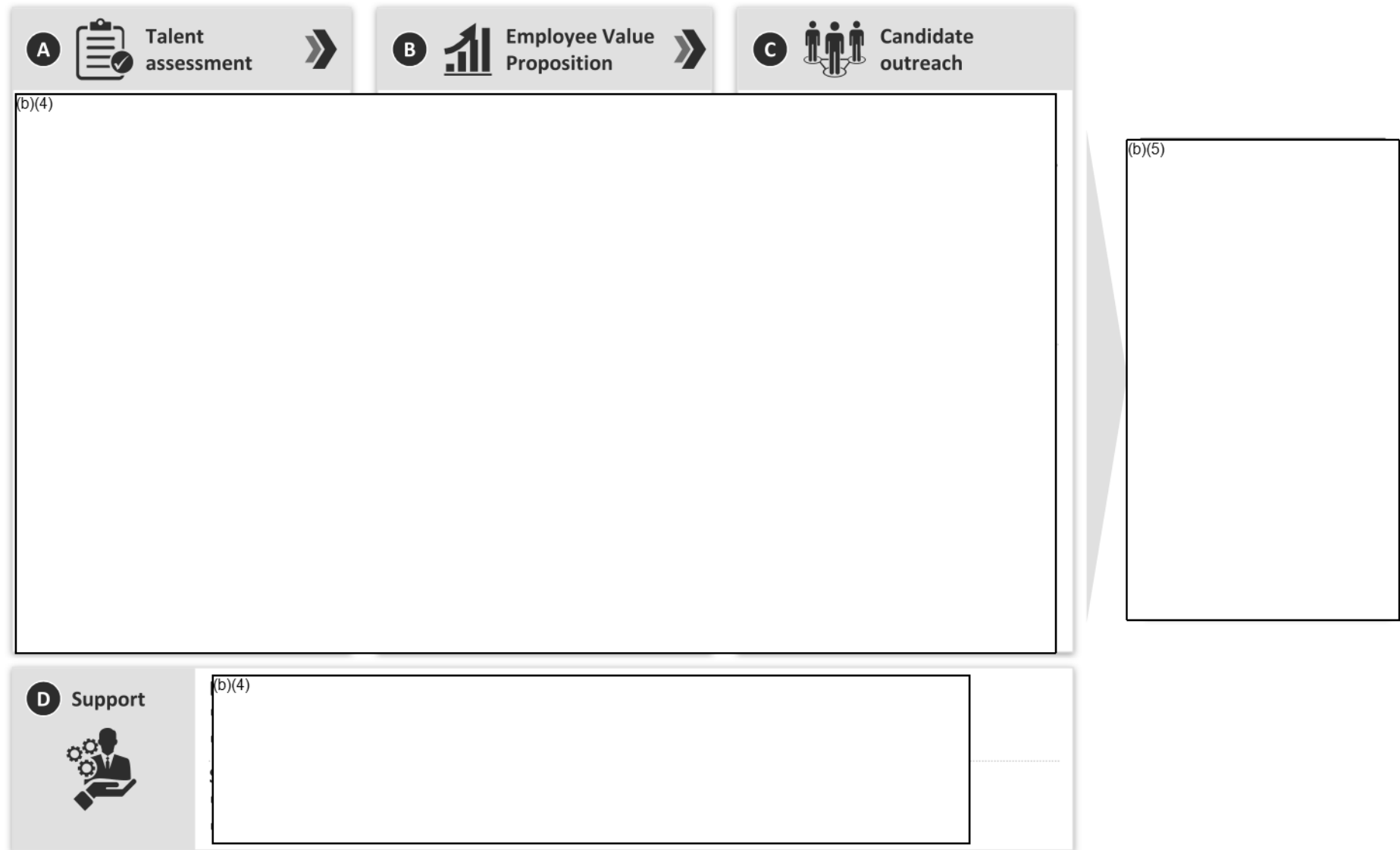
PRELIMINARY

Factual baseline and assessment of current talent management processes, systems and practices across levels and segments

Prioritized set of gaps that must be addressed in Step Two











Four components of a strong Recruiting strategy will enable ICE to identify and attract the talent it needs to achieve its mission



Progress has been made to develop and execute on an end-to-end Recruiting strategy, but there is more work to be done

PRELIMINARY

- Done across the agency
- ◐ Done in some parts
- Not currently done

	Challenge	Progress to date	Status
A  Talent Assessment	(b)(5)		
B  Employee Value Proposition			
C  Candidate Outreach			
D  Support			

Hiring can be slow, opaque, and burdensome for three critical stakeholders

1

The applicant



2

The customer
(hiring manager)



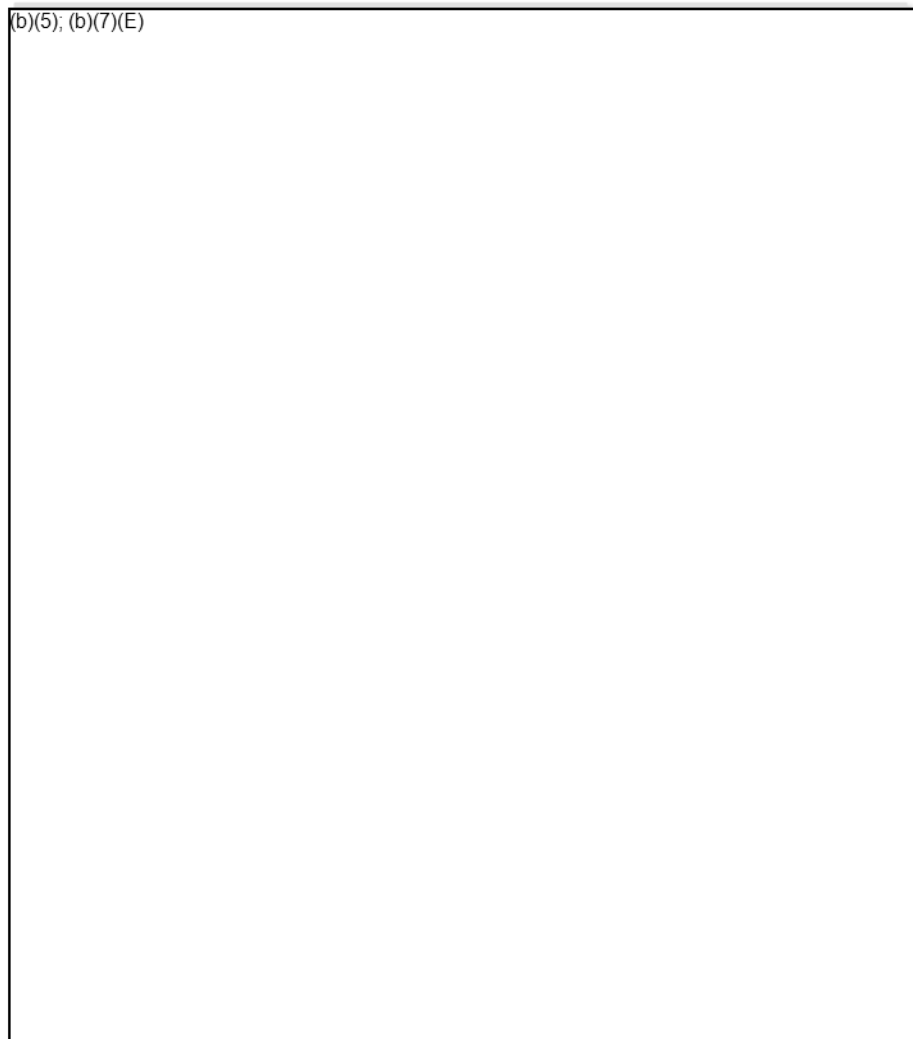
3

The service provider
(OHC staff)



1 Applicants wait a long time to begin their careers at ICE and have little visibility into their status during that time

(b)(5); (b)(7)(E)



... and candidates don't know where they stand in the process

(b)(5)



SOURCE: Client time to hire data for FY2016; data only captures external hires

Pre-Decisional – Proprietary and Confidential



U.S. Immigration
and Customs
Enforcement

2 Hiring managers see their vacant positions grow or remain stagnant and often receive EODs lacking skills required for the job

(b)(5); (b)(7)(E)

1 Includes Technical enforcement officers, Tactical communications officers, Computer forensic analysts, Asset forfeiture specialists, and Seized property specialists

SOURCE: ERO HRU Dec 2016, HSI Workforce Feb 2017

Pre-Decisional – Proprietary and Confidential



U.S. Immigration
and Customs
Enforcement

3 Service center employees have mixed satisfaction

OHC employees believe the work they do is critical to mission success ...

FEVS question	Percent agree ¹	Representative quote
The work I do is important	94%	<p>"Everyone here is willing to stay late and come in on weekends to get the work done because we know how important the mission is."</p> <p>-OHC Laguna Supervisor</p>

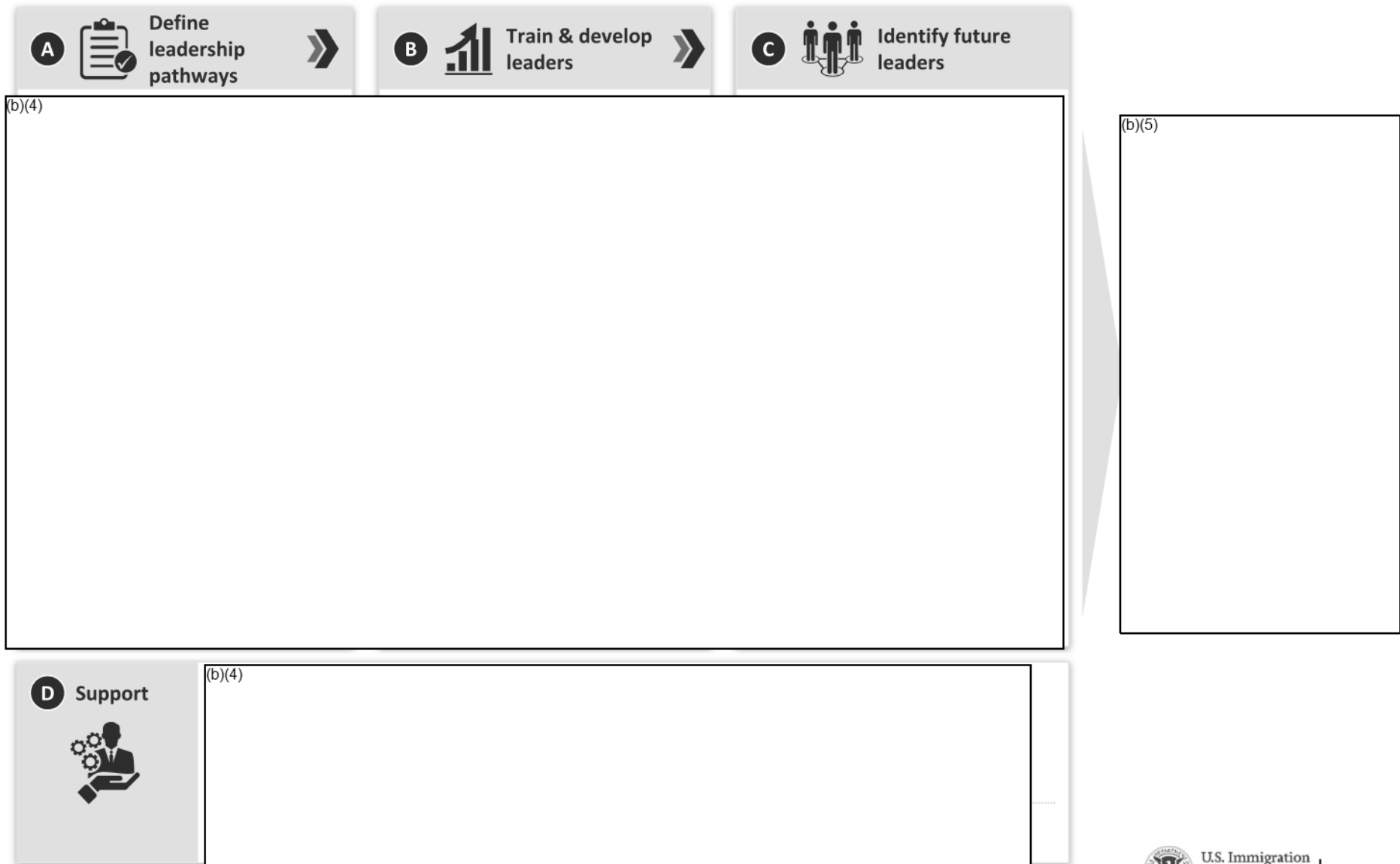
... but feel that they are overworked and that their skills are not utilized properly

FEVS question	Percent agree ¹	Representative quote
My workload is reasonable	36%	<p>"It feels like all I can do is keep my head above water. It is impossible to get ahead."</p> <p>-OHC Dallas Staffer</p>
My talents are well used	57%	<p>"The amount of re-work is frustrating. I can be doing better things with my time than re-checking the same SF-52 for simple mistakes."</p> <p>-OHC Laguna Staffer</p>

- Lack of a transparent end to end case management system leads to a **large amount of inbound correspondence** to the service centers
- Several service center employees estimate that **50% of their time is spent answering candidate and customer inquiries**

1 2016 FEVS data from OHC Dallas and Laguna

Four components of a strong Training and Leadership Development strategy will enable ICE to develop talent to better achieve its mission



Pre-Decisional – Proprietary and Confidential

U.S. Immigration
and Customs
Enforcement

The current Leadership Development journey is opaque and lacks structure, resulting in a dearth of qualified leaders in the pipeline

PRELIMINARY

- Done across the agency
- ◐ Done in some parts
- Not currently done

	Challenge	Progress to date	Status
A	Define leadership pathways	(b)(5)	◐
B	Train & develop leaders		◐
C	Identify future leaders		◐
D	Support		◐



Objectives

PRELIMINARY

Factual baseline and assessment of current talent management processes, systems and practices across levels and segments

Prioritized set of gaps that must be addressed in Step Two



We will make improvements across the full employee lifecycle

PRELIMINARY

ICE Talent Management





(b)(5)



Initiatives to improve ICE Recruiting

PRELIMINARY

Initiative to be discussed
on February 22
Initiative to be discussed
on March 7

Initiative	
A  Talent Assessment	(b)(5)
B  Employee Value Proposition	
C  Candidate Outreach	
D  Support	



The hiring system can work better and meet additional hiring needs brought on by the Executive Order

PRELIMINARY

Desired end state

Implement
process
improvements

Optimize the
organizational
structure

Improve role clarity

Leverage technology

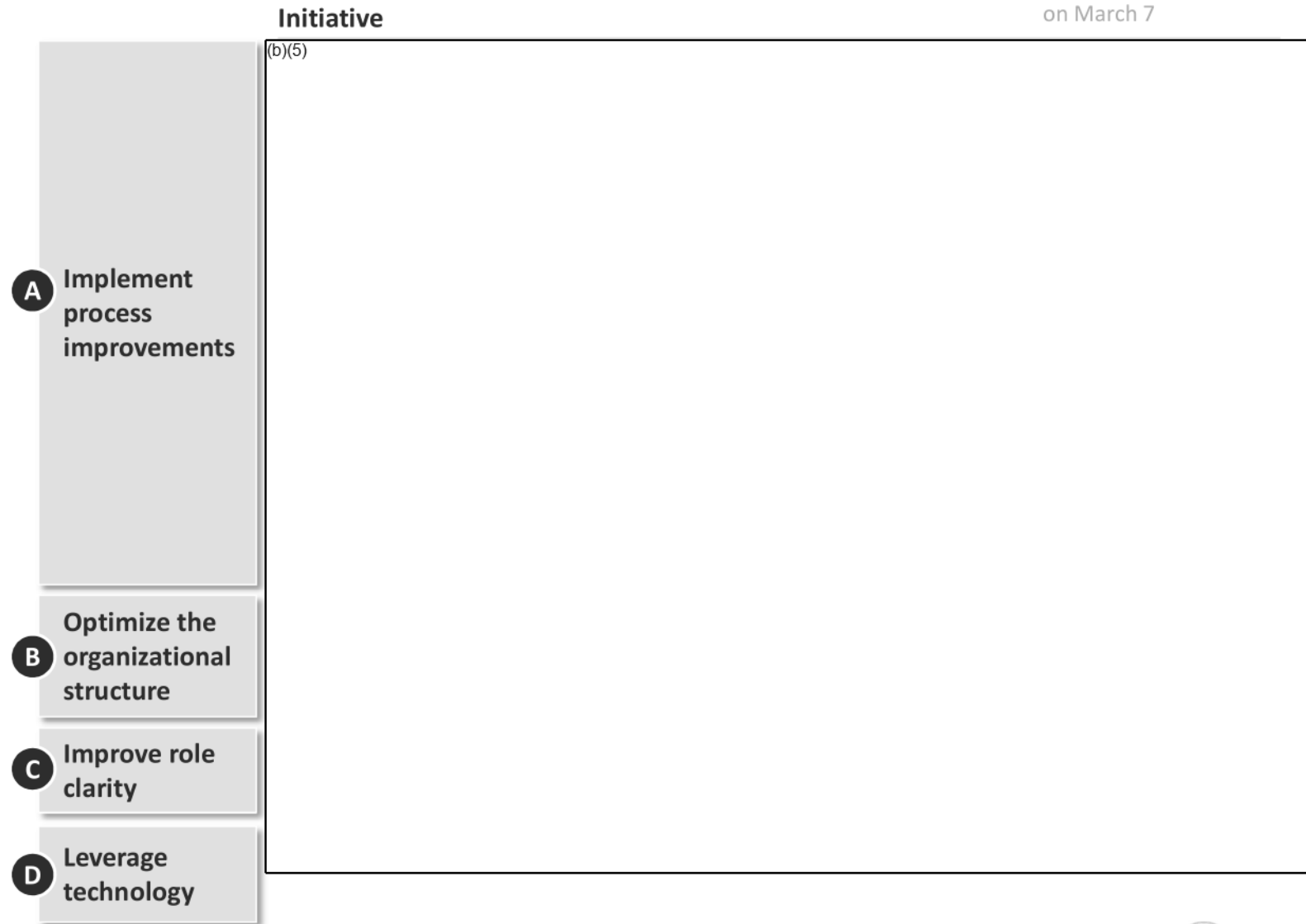
(b)(5)



Initiatives to improve ICE Hiring and address the Executive Order

-- Initiative to be discussed
on February 22

Initiative to be discussed
on March 7



Potential initiatives to improve ICE Training and Leadership Development

PRELIMINARY

Initiative to be discussed
on February 22
Initiative to be discussed
on March 7



From: (b)(6);(b)(7)(C)
Sent: 9 Jun 2017 16:20:44 -0400
To: (b)(6);(b)(7)(C)
Cc:
Subject: FW: Incremental Funding for McKinsey 192117EROLESA0033
Attachments: 192117EROLESA0033 \$787,886.pdf, HSCECR-17-F-000003 BASE.pdf

Please be advised that the incremental funding is in process for McKinsey for (b)(4) FFMS is down and budget is unable to complete the funding process until they can get back in the system. This will move forward tonight, if possible, but no later than Monday morning. Let me know if you have questions. Thanks, (b)(6);(b)(7)(C)

From: (b)(6);(b)(7)(C)
Sent: Thursday, June 8, 2017 11:12 AM
To: (b)(6);(b)(7)(C)
Subject: Incremental Funding for McKinsey 192117EROLESA0033

(b)(6);(b)(7)(C)

For your review and edits. I reached out to the contracting officer on this contract to make sure that I had the funding dates correct because we are funding by task order and the contractor provided breakdown. The contract POP is 1/3/17 to 10/9/17 and task order dates we are partially funding 6/20/17-8/14/17. I have added a copy of the base contract for your file. I am using the dates provided by OAQ so that the records agree. (I got the date wrong last time). Thanks, (b)(6);(b)(7)(C)

See below BWS info:

- 1. Contract and Task Order Number:** GS-10F-0118S/HSCECR-17-F-0003
- 2. Period of performance:** 1/3/2017 to 10/09/17
- 3. Period funded by the requisition:** 6/20/17 – 8/14/17
- 4. Description of the procurement:** ERO 2.0 Task 3 Transformation Step 2a;
- 5. Justification of the procurement:** Incremental Funding
- 6. Product Service Code (PSC):** R799

(b)(6);(b)(7)(C)
Management Program Analyst
Department of Homeland Security
U. S. Immigration and Customs Enforcement
Enforcement and Removal Operations (ERO)
Law Enforcement Systems and Analysis (LESA)
500 12th Street SW/Washington, DC 20536
Desk 202-732-(b)(6)/Cell 202-607-(b)(6)
(b)(6);(b)(7)(C)

REQUISITION — MATERIALS-SUPPLIES-EQUIPMENT

SEE INSTRUCTIONS ON REVERSE

1. NUMBER
192117EROLESA0033

2. DATE
08-JUN-2017

3. ACTIVITY SYMBOL
See Attachment A

4. TO: NAME AND ADDRESS -- PROCUREMENT SECTION (OR STOREROOM)
ICE/DETENTION COMPLIANCE & REMOVALS
IMMIGRATION AND CUSTOMS ENFORCEMENT
OFFICE OF ACQUISITION MANAGEMENT
801 I STREET, NW (b)(6);(b)(7)(C)
WASHINGTON, DC 20536

5. FROM: NAME AND ADDRESS -- REQUISITIONER
ICE-ERO-FHQ-LESA
(b)(6);(b)(7)(C)
202-732-6166
500 12TH ST SW MAIL STOP 5206
WASHINGTON, DC 20536
US

STOCK NUMBER	DESCRIPTION OF ARTICLE (MAKE, MODEL, TYPE, SIZE, COLOR, MFR., ETC)	QUANTITY	UNIT	COST		ACTION CODE
				UNIT PRICE	AMOUNT	
6	7	8	9	10	11	12
1003	ADDING INCREMENTAL FUNDING TRANSFORMATION TASK 3- STEP 2A: SUPPORT WAVE IMPLEMENTATION AND BUILD CAPABILITIES IN 4 WAVE 1 SITES	1	EA	(b)(4)		

UNFUNDED
Subject to Availability of Funds

Justification:

ADDITIONAL FUNDING FOR GS-10F-0118S/HSCECR-17-F-00003. ERO 2.0 TALENT MANGEMENT STRATEGY.
POP: 1/03/2017 TO 10/09/2017. INCREMENTAL FUNDING FOR POP 6/20/17 – 8/14/17. TASK 3 2A. R799

Recommended Vendor: 562405213
MCKINSEY & COMPANY, INC. WASHI
1200 19TH ST NW
SUITE 1100
WASHINGTON, DC 20036-2412
Phone: (b)(6); (b)(7)(C)

13. SIGNATURE OF APPROVING OFFICIAL	Date	14. TITLE OF APPROVING OFFICIAL	15. TOTAL	787,886 00
24. SIGNATURE OF FUNDING OFFICIAL	Date	25. TITLE OF FUNDING OFFICIAL SUPVY MGMT & PROG ANAL		
(b)(6);(b)(7)(C)				

16. KEY TO ACTION CODE				PROCUREMENT SECTION (OR STOREROOM)	
S	SUBSTITUTE ITEM	2	CANCELLED--NOT STOCKED	17. DATE RECEIVED	19. PURCHASE ORDER
B	BACK ORDERED	3	CANCELLED--NOT ABLE TO IDENTIFY		DATE
D	PURCHASED FOR DIRECT SHIPMENT	0	OTHER -- AS INDICATED	18. APPROVED	NUMBER
1	CANCELLED--STOCK EXHAUSTED				

I CERTIFY THAT THE ABOVE ARTICLES -- COLUMNS 3, 9 AND 12 - HAVE BEEN RECEIVED.

20. LOCATION	21. DATE	22. SIGNATURE	23. TITLE
--------------	----------	---------------	-----------

INSTRUCTIONS

Use

Use Form G-514 - continued on Form G-514.1 -- To requisition materials, supplies, and equipment through the Procurement section of the Regional (or Central) Office; or from a Service-operated Storeroom.

Copies - Distribution

Prepared by requisitioner in an original and two copies, sending original (white) and Copy 1 (pink) to: Procurement Section (or Storeroom), and retaining Copy 2 (green). Procurement Section (or Storeroom) shall, as a rule, pack Copy 1 with shipment, or return it to requisitioner with appropriate advice.

Entries

By requisitioner:

1. Number consecutively, beginning with number one each fiscal year, and prefix with alphabetic location symbol and last two digits of fiscal year (e.g., MIA-58-1, MIA-58-2, MIA-58-3, etc., MIA-59-1, MIA-59-2, MIA-59-3, etc.). Number continuation sheets with numerical suffix (e.g., MIA-58-1.1, MIA-58-1.2, MIA-58-1.3, etc).
2. Enter date of preparation.
3. Enter numerical symbol of activity which will benefit from use of articles.
4. Enter name and address of Procurement section (or Storeroom) (e.g., Procurement Section, Immigration and Naturalization Service, Richmond, VA).
5. Enter full name, title, and address so that shipping label may be prepared without reference to address directory. If consignee is other than requisitioner, enter shipping instructions under Entry 7.
6. Enter form numbers; stock number shown in "Stores Stock Catalog" and "Federal Supply Schedules."
7. Enter full description of article; attach sketches, plans, samples, etc. If consignee is other than requisitioner, enter shipping instructions.
8. Enter issue - unit quantity.
9. Enter unit of issue (e.g., each, doz., C, gross, ream, M; lb., cwt, ton; bag, ball, bbl., bot., box, can, pkg., roll, tube; pt., qt., gal., etc.)
13. Signature of approving official.
14. Enter title of approving official.
24. Signature of funding official.
25. Enter title of funding official.

By Procurement Section (or Storeroom):

10. Enter unit price.
11. Enter product of Entries 8 and 10.
12. Enter symbol of action taken. See Entry 16.
15. Enter total of amounts under Entry 11.
17. Enter date requisition received.
18. Signature of approving officer.
19. Enter, if issued, date and number of purchase order.

By consignee:

20. Enter address - city and state.
21. Enter date shipment received.
22. Signature of employee authorized to accept delivery.
23. Enter title of receiving employee.

Form G-514

REQUISITION - MATERIALS-SUPPLIES-EQUIPMENT

Activity Symbols
ATTACHMENT A

REQUISITION NUMBER: 192117EROLESA0033

PROJECT	TASK	FUND PROGRAM	ORGANIZATION	OBJECT	UDF	AMOUNT
NONE000	TFM	E1 31-59-00-000	(b)(7)(E)	GE-25-76-00	000000	\$787,866.00

UNFUNDED

Subject to Availability of Funds

APPROPRIATION SYMBOL CROSSWALK:

FUND	FY	TAS	TITLE	AMOUNT
E1				787,866.00

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>				1. REQUISITION NUMBER See Schedule		PAGE OF 1 38	
2. CONTRACT NO. GS-10F-0118S		3. AWARD/ EFFECTIVE DATE		4. ORDER NUMBER HSCECR-17-F-00003		5. SOLICITATION NUMBER	
						6. SOLICITATION ISSUE DATE	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME (b)(6);(b)(7)(C)		b. TELEPHONE NUMBER (No collect calls) 202-732-(b)(6);(C)		8. OFFER DUE DATE/LOCAL TIME	
9. ISSUED BY ICE/DCR ICEDETENTION COMPLIANCE REMOVALS IMMIGRATION AND CUSTOMS ENFORCEMENT OFFICE OF ACQUISITION MANAGEMENT 801 I STREET NW (b)(6);(b)(7)(C) WASHINGTON DC 20536				10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A) NAICS: SIZE STANDARD:			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS Net 30		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
15. DELIVER TO ICE ENFORCEMENT REMOVAL IMMIGRATION AND CUSTOMS ENFORCEMENT 801 I STREET NW (b)(6);(b)(7)(C) WASHINGTON DC 20536		16. ADMINISTERED BY ICE/DCR ICEDETENTION COMPLIANCE REMOVALS IMMIGRATION AND CUSTOMS ENFORCEMENT OFFICE OF ACQUISITION MANAGEMENT 801 I STREET NW (b)(6);(b)(7)(C) WASHINGTON DC 20536		14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP			
17a. CONTRACTOR/OFFEROR MCKINSEY COMPANY INC WASHINGTON DC 1200 19TH ST NW SUITE 1100 WASHINGTON DC 200362412		18a. PAYMENT WILL BE MADE BY DHS ICE BURLINGTON FINANCE CENTER PO BOX 1620 ATTN ICE-OCFO-OFM-DFC WILLISTON VT 05495-1620		17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM	
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	DUNS Number: 825229318 COR: (b)(6);(b)(7)(C) (202) 732-(b)(6);(C) (b)(6);(b)(7)(C) Alt. COR: (b)(6);(b)(7)(C) (202) 732-(b)(6);(C) (b)(6);(b)(7)(C) Contracting Officer: (b)(6);(b)(7)(C) (202) 732-(b)(6);(C) (b)(6);(b)(7)(C) Contract Specialist: (b)(6);(b)(7)(C) (202) (Use Reverse and/or Attach Additional Sheets as Necessary)						
25. ACCOUNTING AND APPROPRIATION DATA See schedule						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$1,608,792.49	
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA						27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA	
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.						29. AWARD OF CONTRACT: OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:	
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (Type or print)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or print) (b)(6);(b)(7)(C)		31c. DATE SIGNED	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
732-	(b)(6):(b)(7)(C)				
	<p>This order establishes the Task Order entitled, "Enforcement and Removal Operations Transformation 2.0" between Immigration and Customs Enforcement and McKinsey & Company, Inc. Washington DC, to provide integrated consulting services.</p> <p>Services shall be provided in accordance with the attached Performance Work Statement and Quality Assurance Surveillance Plan as well as the Vendor's technical quote dated December 2, 2016, which is hereby incorporated by reference. All prices are in accordance with the Vendor's updated price quote dated December 12, 2016.</p> <p>This order is placed against the Vendor's GSA Schedule Contract # GS-10F-0118S and is subject to the terms and conditions of the GSA Schedule contract and the terms and conditions attached to this order.</p> <p>Exempt Action: N</p> <p>Period of Performance: 01/03/2017 to 10/09/2017</p>				
1001	<p>Transformation Task 3</p> <p>Step 1a: Test and refine the Task 2 recommendations in one 'alpha' pilot site</p> <p>Fully Funded Obligation Amount: (b)(4)</p> <p>Continued ...</p>				3,017,439.00

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY		
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY (Print)		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		42b. RECEIVED AT (Location)		
		42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
GS-10F-0118S/HSCECR-17-F-00003PAGE OF
3 38

NAME OF OFFEROR OR CONTRACTOR

MCKINSEY COMPANY INC WASHINGTON DC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Incrementally Funded Amount: (b)(4) Requisition No: 192117EROLESA0006 Delivery: 1 Days After Notice to Proceed (b)(7)(E) Funded: (b)(4)				
1002	Transformation Task 3 Step 1b: Test and refine the Task 2 recommendations in two 'beta' pilot sites Amount: (b)(4) (Option Line Item) 04/24/2017 Fully Funded Obligation Amount: (b)(4) Product/Service Code: R799 Product/Service Description: SUPPORT- MANAGEMENT: OTHER Accounting Info: Funded: (b)(4)				0.00
1003	Transformation Task 3 Step 2a: Support wave implementation and build capabilities in 4 Wave 1 sites Amount: (b)(4) (Option Line Item) 06/19/2017 Fully Funded Obligation Amount: (b)(4) Product/Service Code: R799 Product/Service Description: SUPPORT- MANAGEMENT: OTHER Accounting Info: Funded: (b)(4)				0.00
1004	Transformation Task 3 Step 2b: Support wave implementation and build capabilities in additional 1 Wave 1 site (San Antonio) Amount: (b)(4) (Option Line Item) 08/14/2017 Fully Funded Obligation Amount: (b)(4) Product/Service Code: R799 Product/Service Description: SUPPORT- MANAGEMENT: OTHER Continued ...				0.00

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
GS-10F-0118S/HSCECR-17-F-00003PAGE OF
4 38

NAME OF OFFEROR OR CONTRACTOR

MCKINSEY COMPANY INC WASHINGTON DC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
2001	Accounting Info: Funded: (b)(4) Total Cost of Ownership Procurement Strategy Step 1 Fully Funded Obligation Amount: (b)(4) Incrementally Funded Amount: (b)(4) Requisition No: 192117EROLESA0007 Delivery: 1 Days After Notice to Proceed (b)(7)(E) Funded: (b)(4)				628,633.00
2002	Total Cost of Ownership Procurement Strategy Steps 2-4 Amount: (b)(4) (Option Line Item) 02/23/2017 Fully Funded Obligation Amount: (b)(4) Product/Service Code: R799 Product/Service Description: SUPPORT- MANAGEMENT: OTHER Accounting Info: Funded: (b)(4)				0.00
3001	Talent Management Strategy Step 1: Strategy Development Fully Funded Obligation Amount: (b)(4) Incrementally Funded Amount: (b)(4) Requisition No: 192117EROLESA0005 Delivery: 30 Days After Award (b)(7)(E) Funded: (b)(4)				1,309,955.00
3002	Talent Management Strategy Step 2: Strategy Implementation Amount: (b)(4) (Option Line Item) 03/06/2017 Fully Funded Obligation Amount: (b)(4) Product/Service Code: R799 Continued ...				0.00

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
GS-10F-0118S/HSCECR-17-F-00003PAGE OF
5 38

NAME OF OFFEROR OR CONTRACTOR

MCKINSEY COMPANY INC WASHINGTON DC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Product/Service Description: SUPPORT- MANAGEMENT: OTHER</p> <p>Accounting Info: Funded: (b)(4) INVOICE PAYMENT:</p> <p>INVOICES MAY NOT BE SUBMITTED IN ADVANCE AND PARTIAL INVOICES WILL NOT BE ACCEPTED. PLEASE ENSURE THE FOLLOWING INSTRUCTIONS ARE FOLLOWED TO AVOID PAYMENT DELAYS DUE TO REJECTED INVOICES.</p> <p>The Burlington Finance Center now handles both payment submission and payment processing. The BFC customer support number for payment inquiries is: 1-866-233-1915, Option # 3</p> <p>Contractors please use these procedures when you submit an invoice for all acquisitions emanating from ICE/OAQ and pertain to all invoices submitted.</p> <p>1. Invoices shall now be submitted via one of the following three methods: a. By mail: DHS,ICE, Burlington Finance Center P.O. Box 1620 Attn: ICE/ERO/FHQ/RMD Willinston, VT 05495-1620</p> <p>or</p> <p>b. By facsimile (fax) at: 802-288-7658 (include a cover sheet with point of contact & # of pages)</p> <p>c. By e-mail at: Invoice.Consolidation@dhs.gov Invoices submitted by other than these three methods will be returned.</p> <p>The Burlington Finance Center (BFC) handles both payment submission and payment processing. The BFC customer support number for payment inquiries is: 1-866-233-1915, Option # 3.</p> <p>1. Contractor Taxpayer Identification Number (TIN) must be registered in the Central Contractor Registration (http://www.ccr.gov) Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
GS-10F-0118S/HSCECR-17-F-00003

PAGE OF
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NAME OF OFFEROR OR CONTRACTOR

MCKINSEY COMPANY INC WASHINGTON DC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>prior to award and shall be notated on every invoice submitted to ICE/OAQ to ensure prompt payment provisions are met. The ICE program office identified in the delivery order/contract shall also be notated on every invoice.</p> <p>2. In accordance with Contract Clauses, FAR 52.212-4 (g)(1), Contract Terms and Conditions, Commercial Items, the information required with each invoice submission is as follows:</p> <p>An invoice must include:</p> <p>(i) Name and address of the Contractor;</p> <p>(ii) Invoice date and number;</p> <p>(iii) Contract number, CONTRACT LINE ITEM NUMBER (CLIN) and, if applicable, the order number;</p> <p>(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;</p> <p>(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;</p> <p>(vi) Terms of any discount for prompt payment offered;</p> <p>(vii) Name and address of official to whom payment is to be sent;</p> <p>(viii) Name, title, and phone number of person to notify in event of defective invoice; and</p> <p>(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract. (See paragraph 1 above.)</p> <p>(x) Electronic funds transfer (EFT) banking information.</p> <p>(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.</p> <p>(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer; Central Contractor Registration by Electronic Funds Transfer; Other Than Central Contractor Registration), or applicable agency procedures.</p> <p>(C) EFT banking information is not required if Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
GS-10F-0118S/HSCECR-17-F-00003PAGE OF
7 38

NAME OF OFFEROR OR CONTRACTOR

MCKINSEY COMPANY INC WASHINGTON DC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>the Government waived the requirement to pay by EFT.</p> <p>Invoices without the above information may be returned for resubmission.</p> <p>Receiving Officer/COTR/Program Office POC: Each Program Office is responsible for acceptance and receipt of goods and/or services. Upon receipt of goods/services, complete the applicable FFMS reports or BFC will not process the payment.</p> <p>The total amount of award: (b)(4) The obligation for this award is shown in box 26.</p>				

From: (b)(6);(b)(7)(C)
Sent: 12 Jun 2017 23:08:32 -0400
To: (b)(6);(b)(7)(C)
Cc:
Subject: Fw: ICE Talent - final contract deliverable
Attachments: 20170612_Talent Mgmt deliverables.vF.pdf

(b)(6), as discussed, here's the final deliverable for the Talent Management Strategy. I will forward the other deliverables for your reference.

(b)(6);(b)(7)(C)
McKinsey & Company
1200 19th Street NW, Suite 1000
Washington, DC 20036
Mobile: (b)(6); (b)(7)(C) --- Forwarded by (b)(6);(b)(7)(C) DCG/NorthAmerica/MCKINSEY on 06/12/2017 11:05 PM -----

(b)(6);(b)(7)(C)
Date: 06/12/2017 10:10 PM
Subject: ICE Talent - final contract deliverable

H: (b)(6);(b)(7)(C)

I hope you are doing well and surviving this heat! Attached is the final contract deliverable for the Talent Management work.

It has been a pleasure working with you and the ICE team. Please let me know if there is anything else that you need.

Best Regards,

(b)(6);(C)

(b)(6);(b)(7)(C)
1200 19th St. NW, (b)(6);(b)(7)(C) Washington, D.C. 20036
(m)(b)(6); (b)(7)(C)
(See attached file: 20170612_Talent Mgmt deliverables.vF.pdf)

+=====+
=====+

This email is confidential and may be privileged. If you have received it in error, please notify us immediately and then delete it. Please do not copy it, disclose its contents or use it for any purpose.

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Talent Management

Contract Deliverable

June 12, 2017

Pre-Decisional – Proprietary and Confidential

Contents

Prioritized set of initiatives, with some initiatives piloted and adjustments made based on findings

- Overview of Talent Management
- Recruiting
- Hiring
- Leadership Development

Communications materials to provide an understanding of the changes and effort

We are making improvements across the full employee lifecycle

PRELIMINARY

ICE Talent Management

Recruiting

Recruit the best people
for tomorrow's workforce

Hiring

Hire quality
employees quickly

Leadership Development

Grow leaders for
the next generation

(b)(4)

Organizational Health

Build a culture of **empowerment** and **trust**

(b)(4)



We have the potential to drive impact across ICE



(b)(4); (b)(5)

We have made progress and have work left to do

Talent Management progress

	Impact to date	Work left to do
Recruiting	(b)(4); (b)(5)	
Hiring		
Leadership Development		

ICE will see different outcomes depending on the level of continued support

Commitment scenarios

- Full resources
- Delayed resources
- Reduced resources

PRELIMINARY

ILLUSTRATIVE

(b)(4); (b)(5)

Notes: Current Time to Hire is 200-350 days depending on position, Current FEVS “promotion based on merit” is 22%

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ICE programs and service providers will need to convene regularly to monitor progress and provide feedback to talent management teams

PRELIMINARY

Talent Management meeting cadence

Sample month

- Working team
- M&A check-in
- OHC check-in
- Steering Committee

	Week 1	Week 2	Week 3	Week 4
Recruiting	(b)(4); (b)(5); (b)(6); (b)(7)(C)			
Hiring				
Leadership Development				



Recruiting



RECRUITING

Initiatives to recruit the best people for tomorrow's workforce (1 of 2)

PRELIMINARY

✓ Complete ✓ In progress ☐ Not started

Goal	Actions	Baseline (FY 16)	Expected impact
<p>A Define our needs and identify skill gaps</p>	(b)(4); (b)(5)		
<p>B Articulate and communicate our value proposition</p>			



RECRUITING

Initiatives to recruit the best people for tomorrow's workforce (2 of 2)

PRELIMINARY

✓ Complete ✓ In progress ☐ Not started

Goal	Actions	Baseline (FY 16)	Expected impact
C Find and track the most productive sources	(b)(4); (b)(5)		
D Support and connect our people to engage potential employees			



The Steering Committee committed to support recruiting

	Initiative	Steering Committee decision
A Define our needs and identify skill gaps	(b)(4); (b)(5)	
B Articulate and communicate our value proposition		
C Find and track the most productive sources		
D Support and connect our people to engage potential employees		

A Talent needs assessment should be informed by baseline requirements and skill gaps for each division, role, and geography

PRELIMINARY

Talent needs assessment

(b)(4); (b)(5)

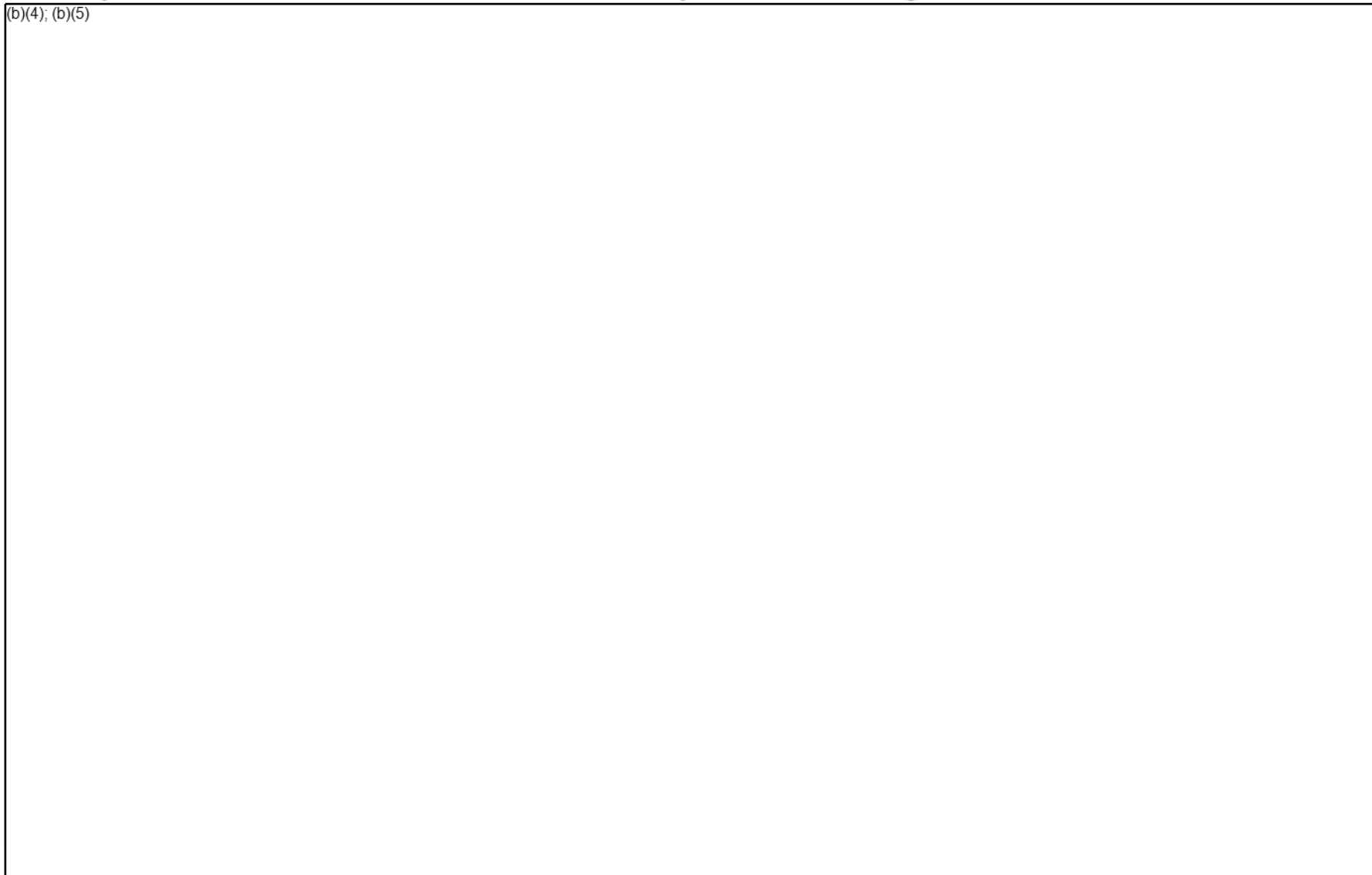


A Ideal candidate profiles that outline desired skills, qualities, and experiences can ensure consistency in recruiting outreach

PRELIMINARY

CASE EXAMPLE: DO GS-7

(b)(4); (b)(5)



B Recruiting materials should be tailored to specific desired candidate pools and informed by the Employee Value Proposition

PRELIMINARY

(b)(4); (b)(5)



B Employee Value Propositions can help field recruiters create a compelling pitch to potential candidates (1 of 3)

(b)(4); (b)(5)



B Employee Value Propositions can help field recruiters create a compelling pitch to potential candidates (2 of 3)

(b)(4); (b)(5)



B Employee Value Propositions can help field recruiters create a compelling pitch to potential candidates (3 of 3)

(b)(4); (b)(5)



B An increasingly competitive talent market requires large investments in recruiting to attract the best candidates

PRELIMINARY

(b)(4); (b)(5)



B A significant investment in marketing resources will enable us to reach the right candidates in sufficient numbers

 Recommendation

Marketing investment options

(b)(4); (b)(5)

- 1 Cost bands based on steady state marketing spend plus 3-6 super one stop marketing campaigns; steady state marketing expected to be \$1.1M to \$9.6M; SOS marketing is expected to be \$165K to \$330K depending on channels utilized
- 2 Industry benchmarks suggests that to hire 7K you need to reach ~440K potential candidates
- 3 According to JobVite "The Recruiting Funnel Deconstructed," the average ratio of candidates reached to hires is 63:1

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C Recruiting efforts will need local field office involvement and support from HQ

ILLUSTRATIVE

CASE EXAMPLE: SAN ANTONIO SUPER ONE-STOP EVENT

(b)(4); (b)(5)

In order to meet our hiring goal, we will need to leverage traditional and virtual channels in combination with on-the-ground recruiting



C Case example: Detroit FOD identified organizations that have candidates with the desired profiles will deploy personnel to recruiting events

CASE EXAMPLE: DETROIT FOD

Source	Target skill/experience	Organization/event
Law enforcement	(b)(4); (b)(5)	
Military		
Colleges		



RECRUITING

D Dedicated & skilled recruiting staff will enable us to manage a large and complex recruiting effort

Recommendation

Full-time staff investment options

		Low (status quo) investment	Medium investment	High investment
What is delivered	Roles	(b)(4); (b)(5)		
	Additional capabilities			
Cost ¹ (Millions of dollars)				
Total FTEs				
Impact				

1 Cost assumptions based on 2017 GS pay schedule

2 2013 Staffing.org Corporate Recruiting Report

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D Additional field recruiters, primarily in ERO, will facilitate direct local marketing campaigns and help reach high value candidates

Recommendation

Field recruiter collateral duty options

	(b)(4); (b)(5)
Minimum # of recruiters per Field Office/SAC ¹	
Total # of field recruiters ²	
Additional needed above current	
Cost	
Impact	

1 Field recruiters will be balanced proportionally across field offices depending on hiring needs

2 Assumes 88 HSI field recruiters per current state

3 Assumes 10 hrs per month per FR officer, staff hours dedicated to calls: low: 30%, medium: 35%, high: 40%

4 Assumes 10 hrs per month per FR officer, 2 field recruiters per event, 5 hours per event (including setup and tear down), 50% of staff hours dedicated to events

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Hiring



Initiatives to hire quality employees quickly (1 of 2)

PRELIMINARY

✓ Complete ✓ In progress ☐ Not started

Goal	Actions	Baseline (FY 16)	Expected impact
<div>E</div> Optimize and streamline processes	(b)(4); (b)(5)		

HIRING

Initiatives to hire quality employees quickly (2 of 2)

PRELIMINARY

✓ Complete ✓ In progress ☐ Not started

Goal	Actions	Baseline (FY 16)	Expected impact
F Build an effective structure to meet customer needs	(b)(4); (b)(5)		
G Clarify roles and responsibilities amongst providers			
H Leverage technology to drive efficiency and transparency			

HRM System

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The Steering Committee committed to support hiring

	Initiative	Steering Committee commitment
E Optimize and streamline processes	(b)(4); (b)(5)	
F Build an effective structure to meet customer needs		
G Clarify roles and responsibilities amongst providers		
H Leverage technology to drive efficiency and transparency		

E ICE has just begun a journey to streamline hiring

PRELIMINARY

(b)(4), (b)(5)



HIRING

E OHC has established a hiring SWAT team to evaluate the current hiring process and reduce time to hire

PRELIMINARY

(b)(4); (b)(5)



E The SWAT team analyzed data from four rounds of LEO entry level hiring to identify key bottlenecks in the hiring process

PRELIMINARY

Hiring process

(b)(4); (b)(5); (b)(7)(E)

1 Only applies to 1811 applicants

2 Technically takes 1 day to issue cert list

SOURCE: Entry level tracking spreadsheets for RD1&2 CI, DO, IEA provided May 2017

NOTE: Time to hire reported to DHS quarterly is based on all hires that EOD in a given quarter

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E A variety of factors contribute to the four main bottlenecks in the hiring process

PRELIMINARY

Current state time to hire

Hiring process

(b)(4); (b)(5); (b)(7)(E)

1 Only applies to 1811 applicants

2 Technically takes 1 day to issue cert list

SOURCE: Entry level tracking spreadsheets for RD1&2 CI, DO, IEA provided May 2017

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HIRING

E By implementing initiatives within OHC's control, we are aiming to reduce time to hire by 30 - 50% (hundreds of days)

PRELIMINARY

Details to follow

Hiring process bottlenecks

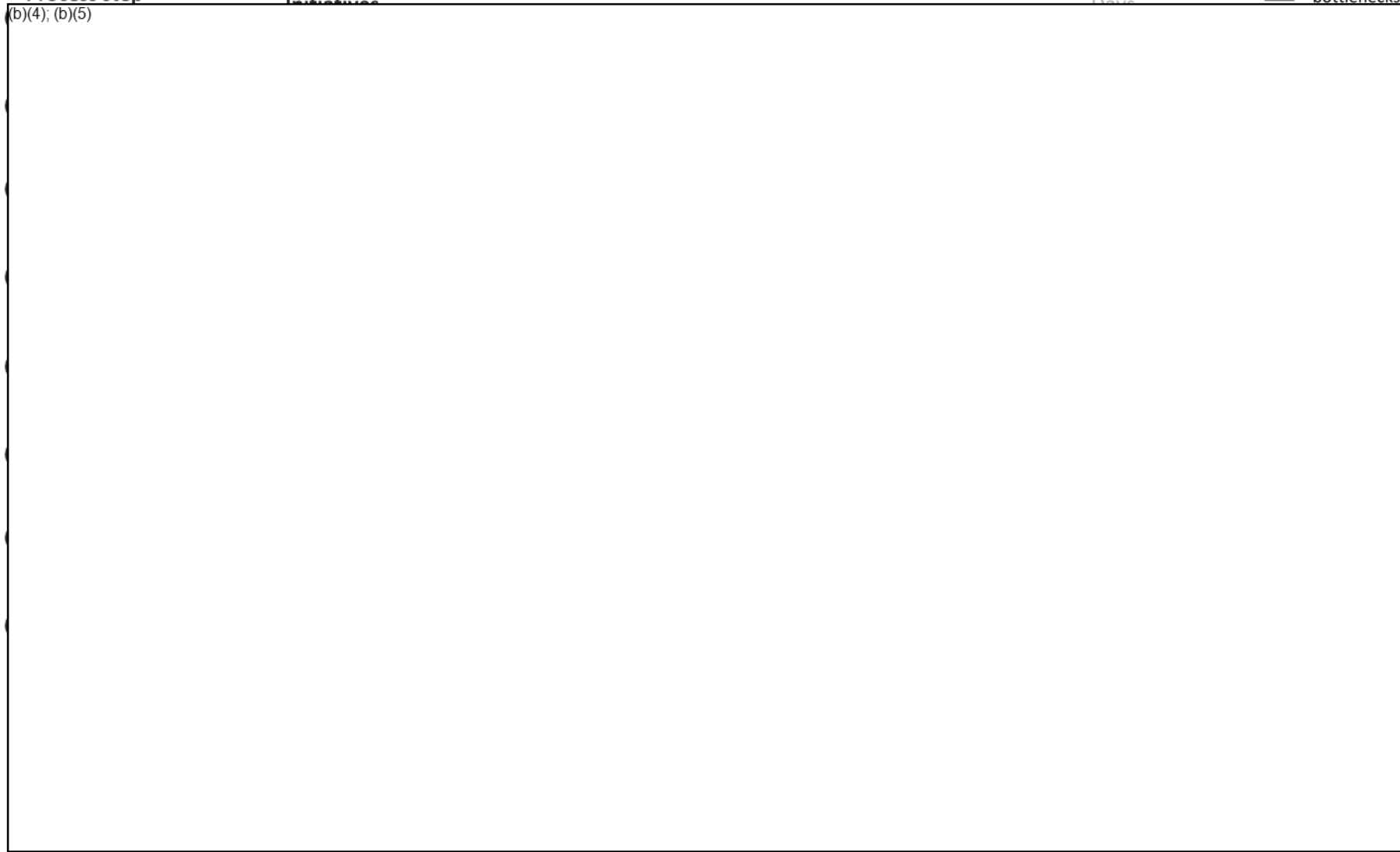
TTH reduction

Days

Process step

Initiatives

(b)(4); (b)(5)



Time for traditional hiring (where the position description and job analysis can take longer)

2 Only applies to 1811 applicants

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HIRING

E OHC can execute most initiatives but has some resource uncertainty

- ✓ Has funding
- ✓ May need additional funding
- ✗ Needs additional funding

PRELIMINARY

(b)(4); (b)(5)



OPM aptitude tests could significantly reduce time to hire; custom assessments could further ensure candidate quality

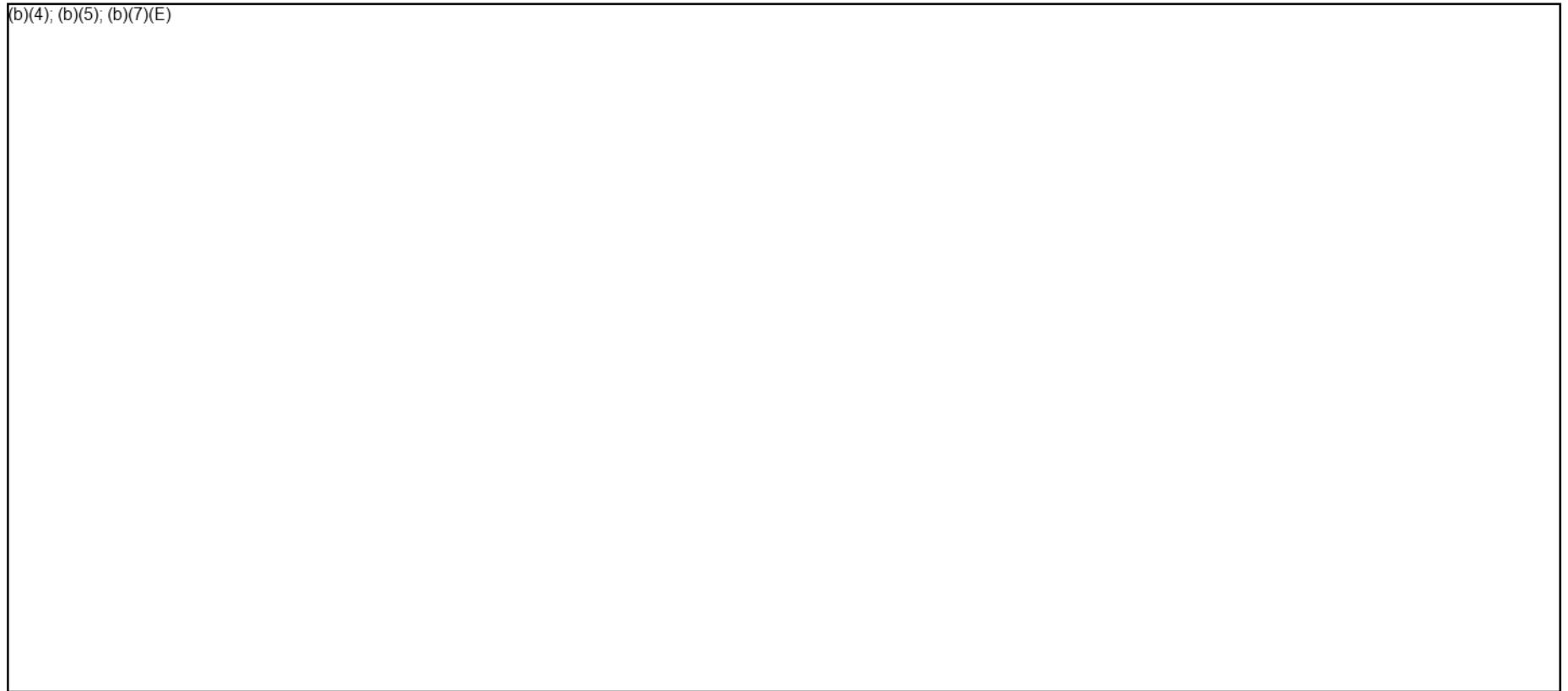
PRELIMINARY

Recommendation

ERO 1801 Example

OPM pre-employment screening tests for 1801s

(b)(4); (b)(5); (b)(7)(E)



1 Cost assumptions based on OPM Statement of Work for Strategic Human Resources Solutions; \$20 per applicant fee; 7:1 ratio of certified applicants to hires; and projected hires of ~150 in FY17, ~850 in FY18, and ~3200 in surge, and ~650 in steady state; includes ~\$60-70k annually for USAHire



Medical case management will reduce time to hire by assigning ownership of individual cases to HR specialists

PRELIMINARY

(b)(4); (b)(5)

Visual management can significantly improve the efficiency of teams

PRELIMINARY

(b)(4); (b)(5)

Super One Stops will improve applicant experience and reduce time to hire

PRELIMINARY

(b)(4); (b)(5); (b)(7)(E)

Moving the service centers to a Center of Excellence model will help OHC gain efficiencies and improve quality of service

PRELIMINARY

(b)(4), (b)(5)

Source: McKinsey, APQC, Scott Madden survey report, AON Hewitt survey report, CBF R&I analysis

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E ICE can evaluate hiring approaches based on the likelihood to achieve OHC, Program and Applicant objectives

FOR DISCUSSION

OHC Objectives	Program Objectives	Applicant Objectives
(b)(4); (b)(5)		

Are these the right set of objectives to target?

E ICE can hire differently on many dimensions

Hiring strategy options

Option A Option B

Status quo

Factors that influence hiring strategy

Hiring strategies – *examples*

(b)(4); (b)(5)


1 HSI directs assignments and ERO gives applicants a choice of location

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E ICE can assess hiring options based on their ability to meet OHC, Program and Applicant objectives

 Recommended initiatives on following pages

(b)(4); (b)(5)

HIRING

E Collaborating on initiatives with programs can cut an additional 30 - 40% off time to hire

PRELIMINARY

■ Hiring process
bottlenecks

■ Recommendation
(details to follow)

(b)(4); (b)(5)

Est. TTH reduction



HIRING

E Each initiative can help us reduce time to hire, but we will need to PRELIMINARY
address the challenges of each

Recommendation

(b)(4); (b)(5)



HIRING

F In order to grow the workforce by ~1.8X, ICE will need to hire ~4.5X more employees than its previous annual high

PRELIMINARY

(b)(4); (b)(5); (b)(7)(E)

1 Assumes 4% annual attrition



(b)(4); (b)(5); (b)(7)(E)

Leadership Development



Initiatives to grow leaders for the next generation (1 of 2)

PRELIMINARY

✓ Complete ✓ In progress ☐ Not started

(b)(4); (b)(5)



Initiatives to grow leaders for the next generation (2 of 2)

PRELIMINARY

✓ Complete ✓ In progress ☐ Not started

Goal	Actions	Baseline (FY 16)	Expected impact
K Build a pipeline of future leaders	(b)(4); (b)(5)		
L Establish a governance structure for leadership development			



The Steering Committee committed to support leadership development

Initiative	Steering Committee decision
<p>I Create transparency into leadership qualities and promotions</p>	<p>(b)(4); (b)(5)</p>
<p>J Equip leaders with the skills and capabilities to thrive</p>	
<p>K Build a pipeline of future leaders</p>	
<p>L Establish a governance structure for leadership development</p>	

I The Leadership Development Model helps to create transparency into leadership qualities and promotions

The Leadership Development Model creates a path for growth

(b)(4); (b)(5)

Develop desired behaviors throughout ICE

NOT EXHAUSTIVE

- **Recruiting:** Prospective talent is sourced and evaluated against ICE's Leadership Development Model and required capabilities
- **On-Boarding:** New employees have orientation to behavior expectations and associated actions
- **Developing:** Individualized development plans are created based on an annual assessment
- **Training:** Learning journey will provide training needed to develop leadership skills at every level
- **Growing Leaders:** succession planning and high-potential decisions incorporate the goals outlined in the Leadership Model
- **Evaluating:** Annual reviews (i.e. PWP¹) evaluate individual performance (e.g., meeting targets) and individual goals in line with the Leadership Model

1 Leadership Development Model competencies need to replace the current PWP so individuals are reviewed on one consistent standard

I Field interviews have affirmed the need for the Leadership Development Model and supporting tools

PRELIMINARY

(b)(4); (b)(5)

- There is an appetite for better leadership tools and skills from the field
- LDM concepts resonate, but need to focus on simple initiatives to take concept to action
- Need to set consistent and well communicated expectations for promotions
- If leadership is not seen living and role modeling these ideas, this will not succeed



SOURCE: Field interviews (DC, Baltimore, New York)

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I The team recommends adopting OPM supervisory assessments to bolster promotion transparency

PRELIMINARY

WHAT'S INCLUDED...

WHAT'S REQUIRED...

WHAT HAPPENS NEXT...

(b)(4); (b)(5)

1 Additional cost/work required to customize content

2 Includes (b)(5)

SOURCE: Source: OPM Statement of Work, April 2017

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J We have made progress with leadership training and can continue to build on our momentum

Commitments
(FY16-17)

Progress
(FY17 YTD)

Plans
(FY17 Q4, FY18)

(b)(4); (b)(5)

J Expanded training curriculum could build leadership skills required at each career stage as part of an integrated learning journey

PRELIMINARY

- ☐ Adapt existing training
☐ Net new training

Level ¹	Description	Keep	Add
Team Member	(b)(4); (b)(5)		
Team Lead			
Supervisor			
Manager			
Executive			

¹ The ICE Leader Development Program is nested to support the Department of Homeland Security LDP and uses the leader development framework and leader development competencies identified by DHS



J We can learn from Diplomatic Security's efforts to build a dedicated academy

(b)(4); (b)(5)

- 1 Net present value of total capital and recurring costs for operations & maintenance, to include staffing, and recapitalization investments
- 2 Need to validate similarities/differences from ICE based on trainings, volume, location etc.

SOURCE:2015 GAO report: "Diplomatic Security: Options for Locating a Consolidated Training Facility"

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J There are multiple options for consolidating ICE training

PRELIMINARY

OPTIONS NOT EXHAUSTIVE

● High investment ● Low investment

	(b)(4); (b)(5)
Description ¹	
Initial investment ²	
Ongoing cost	
Flexibility	
Quality	
Complexity	
Signaling for LD	

1 The details of which specific training programs will be transferred to the Academy and the phasing of transitions over time have not been determined

2 The training team is in the process of calculating overall cost of options



K Building a culture of leadership will require support from each of us




(b)(4); (b)(5)

We can each talk about leadership...

- Why did you want to be a leader at ICE?
- What does it mean to be a leader at ICE?
- Why should others want to be leaders at ICE?
- How can they become leaders at ICE?

L Other federal agencies support and resource leadership development

PRELIMINARY

Organization	People	Programs	Impact
	Dedicated Head of Leadership & Development reporting directly to CHCO	<ul style="list-style-type: none"> ▪ Leadership Succession Review: Comprehensive program run annually to identify and develop talent ▪ IRS University: Provides leaders with key skills development such as problem solving and decision making 	<p>3 candidates for every front line manager vacancy</p> <p>10 candidates for every department manager vacancy</p> <p>5 candidates for every executive vacancy</p>
	Associate Director of Leadership and Employee Development reporting to Director of Human Capital	<ul style="list-style-type: none"> ▪ College of Leadership Development Program: offers courses, seminars, workshops and executive coaching led by a mix of government and external experts 	<p>89/100</p> <p>"Best Places to Work" score for training and development directed to SES</p>
	Associate Director for Human Resources Training and Development reporting directly to CHCO	<ul style="list-style-type: none"> ▪ Leadership Academy: run as need dictates to groom leaders for SES ▪ Leadership Potential Program: 12 month program that targets high potential GS-13/14/15 with development opportunities 	<p>75%</p> <p>of Candidate Development Program graduates enter SES within 2 years</p>

L To enable long-term sustainability, the team recommends three levels of governance: guidance, planning and field execution

PRELIMINARY

Leadership Development governance

Description and purpose

(b)(4); (b)(5)



L i The team recommends using the EELC, with an amended mandate, to set the direction for Leadership Development

PRELIMINARY

Recommendation

Leadership Development Governance Options

(b)(4); (b)(5)



L ii The team recommends creating a Head of Leadership Development working in conjunction with the programs

PRELIMINARY

ILLUSTRATIVE

Recommendation

(b)(4); (b)(5)



L iii The team recommends using DFODs and DSACs as the points of contact for Leadership Development in the field

PRELIMINARY

Recommendation

Field Leadership Development Officer Role and Responsibilities

(b)(4); (b)(5)

1 Collateral duty recommended 2 hours per week



Objectives

Prioritized set of initiatives, with some initiatives piloted and adjustments made based on findings

Communications materials to provide an understanding of the changes and effort

- Future of Talent Management
- Recruiting Playbook
- Leadership Development toolkit

Future of Talent Management



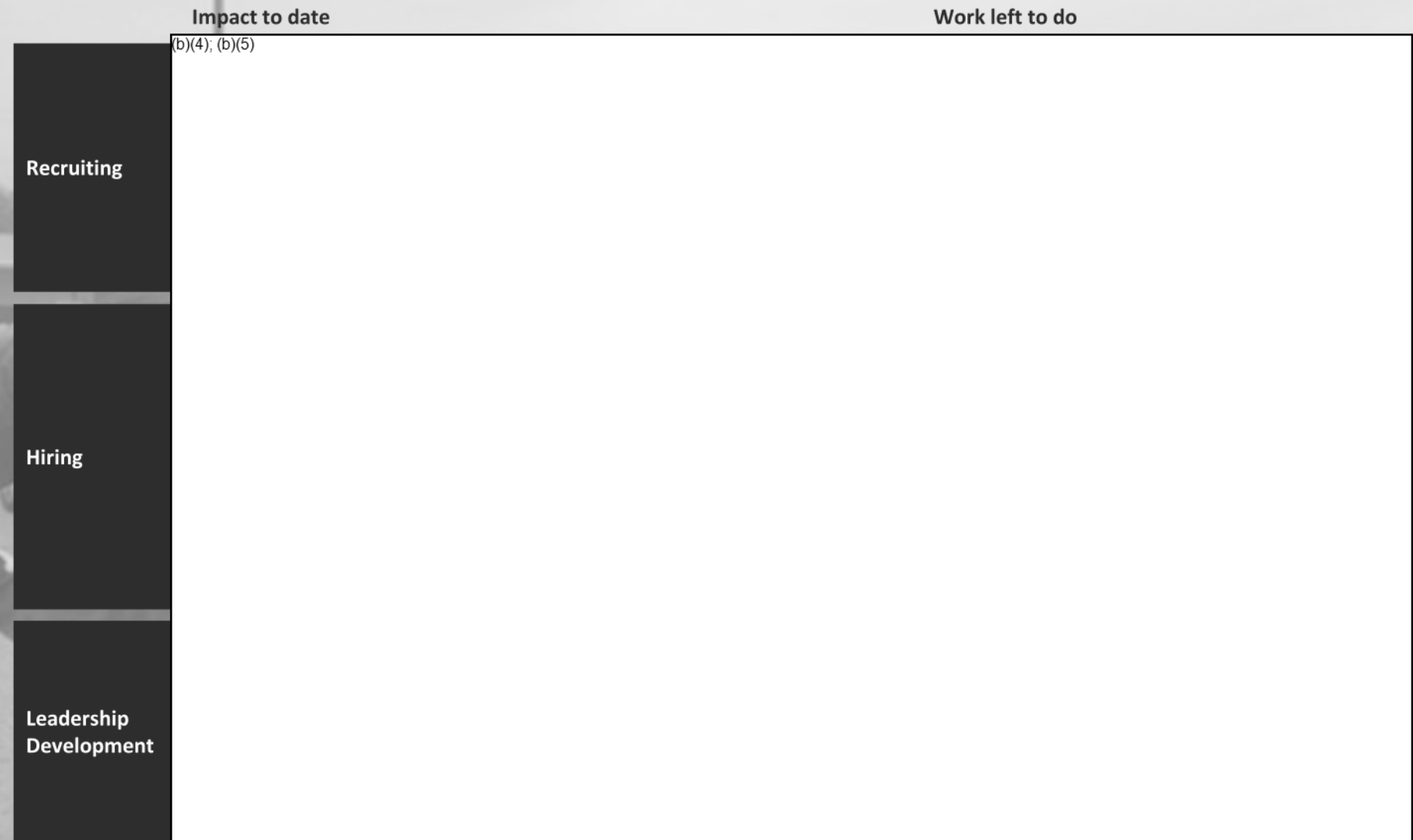
We have the potential to drive impact across ICE



(b)(4); (b)(5)

We have made progress and have work left to do

Talent Management progress



We will see different outcomes depending on our level of continued support

Commitment scenarios

- Full resources
- Delayed resources
- Reduced resources

PRELIMINARY

ILLUSTRATIVE



Recruiting



Hiring



Leadership development

(b)(4); (b)(5)

We will need to convene regularly to monitor progress and provide feedback to talent management teams

PRELIMINARY

Talent Management meeting cadence

Sample month

- Working team
- M&A check-in
- OHC check-in
- Steering Committee

	Week 1	Week 2	Week 3	Week 4
Recruiting	(b)(4); (b)(5); (b)(6); (b)(7)(C)			
Hiring				
Leadership Development				



Recruiting field playbook



Contents

A Roles and responsibilities of a field recruiter

B Recruiting governance and monthly meeting

C NRR marketing strategy & how to create local marketing plan

D High level marketing plan for SOSs

E FAQ

F Points of contact and useful links

Appendix – Recruiting cheat sheet, EVPs and sample recruiting plan

A Roles and responsibilities of a field recruiter

Role	Responsibility
(b)(4); (b)(5)	



B NRR and field recruiters will work hand in hand to coordinate activities across the nation

(b)(4); (b)(5)



C Field recruiters will focus recruiting on three target audiences: Law enforcement, military and students

PRELIM

Text: Activities that need to be coordinated with NRR

Target	What skills and experience are we targeting?	What are the best methods to reach these candidates?
Law enforcement	(b)(4); (b)(5)	
Military		
Students		
Ad		



C Field recruiters have access to a variety of resources to help reach target audiences

PRELIM

Target audience	What ICE resources and programs available to help?
Law enforcement	(b)(4); (b)(5)
Military	
Students	



C In addition ICE will ensure a diverse work environment

PRELIMINARY

Text: Activities that need to be coordinated with NRR

Core message for potential candidates:

- Inclusion and diversity are **central to ICE's mission**
- We need people with different perspectives and backgrounds that **represent the country we serve**
- ICE's commitment to fostering **diversity and inclusion** are integrated into leadership and career development, recruitment, staffing and workforce planning

(b)(4); (b)(5)

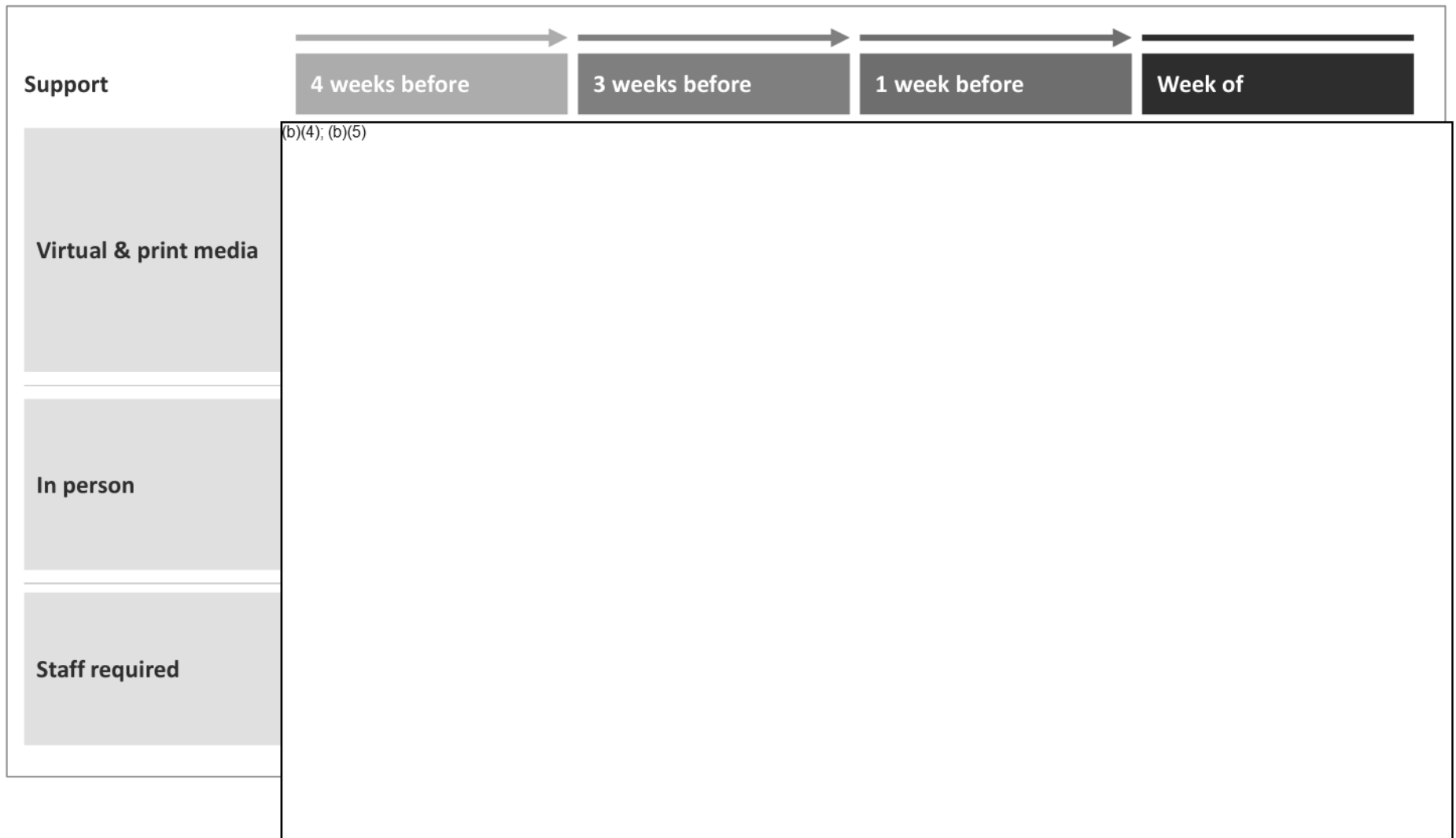


C How to create a local marketing plan

- 1** Working with NRR, determine what audiences to target in AOR (e.g., veterans, students and/or law enforcement)
- 2** Identify target institutions (e.g., bases, schools, law enforcement orgs)
- 3** Get to know key points of contact (e.g., career development office, TAP coordinator)
- 4** Gather information on upcoming events and create combined calendar of events; ensure you have the resources to support (e.g., staff and marketing)
- 5** Contact NRR to gain funding for marketing at target institutions (e.g., billboards, posters, fliers)
- 6** Re-evaluate plan each year to ensure you are targeting the right audiences and institutions

D High level marketing plan for SOS

ILLUSTRATIVE



E FAQ

(b)(4), (b)(5)

F Points of contact and useful links

Points of contact



ICE NRR

Chief

Recruiting Admin

(b)(6); (b)(7)(C)

Useful links



www.dhs.gov/careers

www.ice.gov/careers

<https://team.ice.dhs.gov/oas/mgmt/HRC/RECRUIT/default.aspx>

Cheat sheet for talking at recruiting events

Build relationships

Hit key messages

Explain ICE programs

Include information on diversity & women (as appropriate)

(b)(4), (b)(5)



Employee Value Propositions can help field recruiters create a compelling pitch to potential candidates

(b)(4); (b)(5)



Employee Value Propositions can help field recruiters create a compelling pitch to potential candidates

(b)(4); (b)(5)



Employee Value Propositions can help field recruiters create a compelling pitch to potential candidates

(b)(4); (b)(5)



Example: Detroit Recruiting Plan

CASE EXAMPLE: DETROIT FOD

Source	Target skill/experience	Organization/event
Law enforcement	(b)(4); (b)(5)	
Military		
Colleges		



Leadership Development toolkit



Introduction to the leadership development toolkit

What is the leadership development toolkit?

(b)(4); (b)(5)



Contents

- **Chapter 1: The case for change**
- Chapter 2: The Leadership Development Model
- Chapter 3: Leadership coaching conversations program
- Chapter 4: Leadership field training exercise
- Chapter 5: Leadership self-assessment

Chapter 1. The case for change

Introduction to the Chapter

Building excitement and momentum around being a leader at ICE will require regular, clear and consistent communication of your personal leadership story (e.g., why now?, the overarching vision). This chapter provides some things for you to consider as you tell your own story

How to use this material

- Help build a consistent narrative to tell
- Weave in your personal touch (e.g., start communications with an important inflection point in your career where a leader or mentor helped change the trajectory of your career)

What is the case for change?

THE VISION

THE CURRENT SITUATION

(b)(4); (b)(5)



How will we get there?

How will we achieve this vision?



What could success look like?

(b)(4); (b)(5)



Everyone in ICE has a role

What you can do



How you can expect to be supported

(b)(4); (b)(5)



Contents

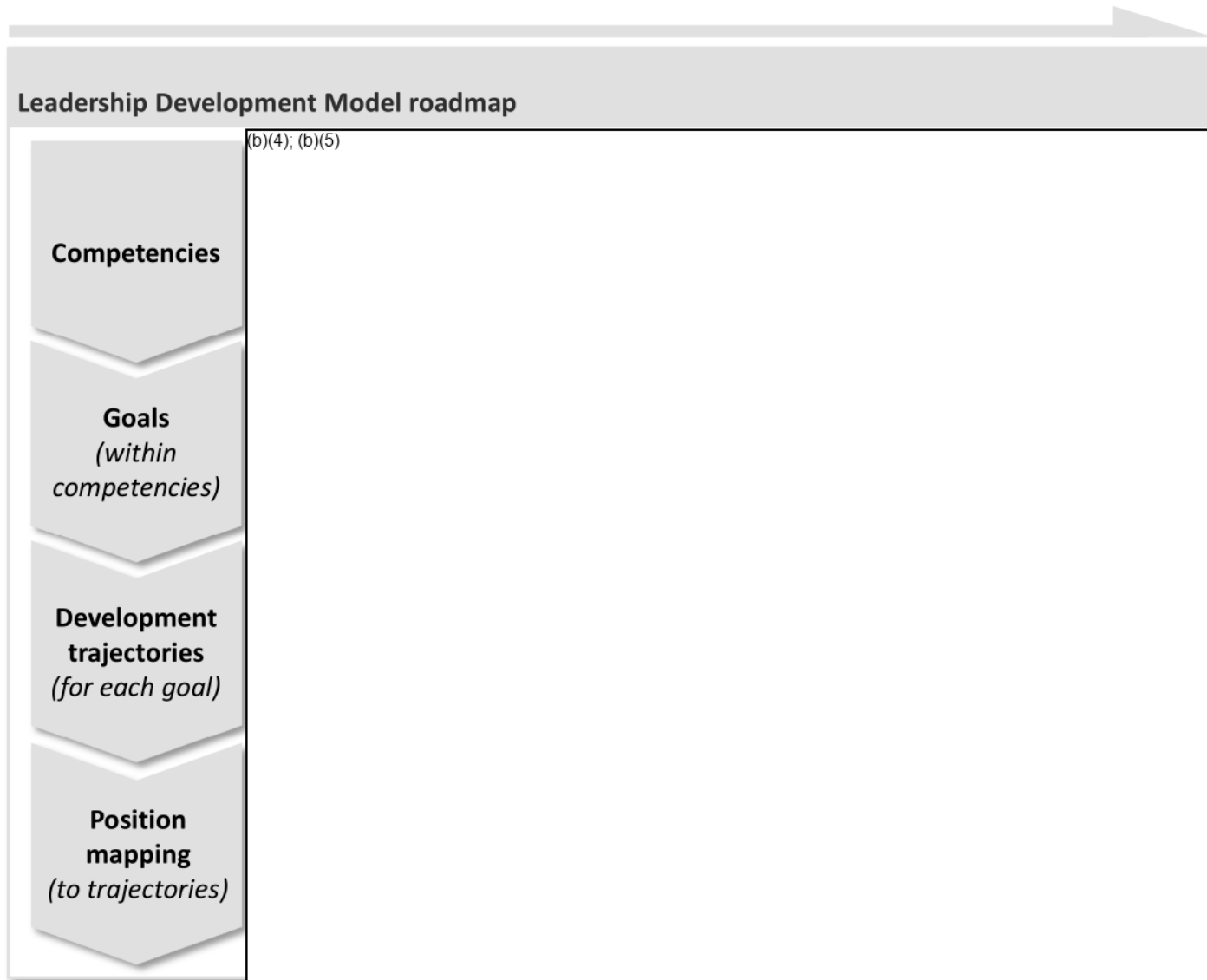
- Chapter 1: The case for change
- **Chapter 2: The Leadership Development Model**
- Chapter 3: Leadership coaching conversations program
- Chapter 4: Leadership field training exercise
- Chapter 5: Leadership self-assessment

Chapter 2. The Leadership Development Model

(b)(4); (b)(5)



The Leadership Development Model has four main components

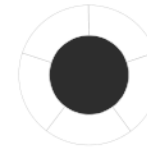


ICE Leadership Development Model

(b)(4); (b)(5)



ICE Leadership Development Model



PRELIMINARY

Competency	Goal	Behaviors
Core	(b)(4); (b)(5)	



ICE Leadership Development Model



PRELIMINARY

Competency	Goal	Behaviors
Leading Change	(b)(4); (b)(5)	



LEADING CHANGE



Establishes an organizational vision and to implement it in a continuously changing environment

Team member

Team lead

Supervisor

Manager

Executive

Creativity and innovation

(b)(4); (b)(5)

Disclaimer: In some programs, employees may skip levels (e.g., Team member direct to supervisor)

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and Customs
Enforcement

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LEADING CHANGE



Establishes an organizational vision and to implement it in a continuously changing environment

Team member

Team lead

Supervisor

Manager

Executive

External awareness

(b)(4); (b)(5)

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LEADING CHANGE



Establishes an organizational vision and to implement it in a continuously changing environment

Team member

Team lead

Supervisor

Manager

Executive

Flexibility

(b)(4); (b)(5)

Disclaimer: In some programs, employees may skip levels (e.g., Team member direct to supervisor)

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Enforcement

LEADING CHANGE



Establishes an organizational vision and to implement it in a continuously changing environment

Team member

Team lead

Supervisor

Manager

Executive

Resilience

(b)(4); (b)(5)

Disclaimer: In some programs, employees may skip levels (e.g., Team member direct to supervisor)

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LEADING CHANGE



Establishes an organizational vision and to implement it in a continuously changing environment

Team member

Team lead

Supervisor

Manager

Executive

Strategic thinking

(b)(4); (b)(5)

Disclaimer: In some programs, employees may skip levels (e.g., Team member direct to supervisor)

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LEADING CHANGE



Establishes an organizational vision and to implement it in a continuously changing environment

Team member

Team lead

Supervisor

Manager

Executive

Vision

(b)(4); (b)(5)

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ICE Leadership Development Model



PRELIMINARY

Competency	Goal	Behaviors
Leading People	(b)(4); (b)(5)	



LEADING PEOPLE



Provides an inclusive workplace that fosters the development of others, facilitates cooperation and teamwork, and supports constructive resolution of conflicts



(b)(4); (b)(5)

Disclaimer: In some programs, employees may skip levels (e.g., Team member direct to supervisor)

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LEADING PEOPLE



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(b)(4); (b)(5)

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LEADING PEOPLE



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(b)(4); (b)(5)

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Enforcement

LEADING PEOPLE



Provides an inclusive workplace that fosters the development of others, facilitates cooperation and teamwork, and supports constructive resolution of conflicts



(b)(4); (b)(5)

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ICE Leadership Development Model



PRELIMINARY

Competency	Goal	Behaviors
Results Driven	(b)(4); (b)(5)	



RESULTS DRIVEN



Make decisions that produce high-quality results by applying technical knowledge, analyzing problems, and calculating risks



(b)(4); (b)(5)

Disclaimer: In some programs, employees may skip levels (e.g., Team member direct to supervisor)

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RESULTS DRIVEN



Make decisions that produce high-quality results by applying technical knowledge, analyzing problems, and calculating risks



(b)(4); (b)(5)

Disclaimer: In some programs, employees may skip levels (e.g., Team member direct to supervisor)

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RESULTS DRIVEN



Make decisions that produce high-quality results by applying technical knowledge, analyzing problems, and calculating risks



(b)(4); (b)(5)

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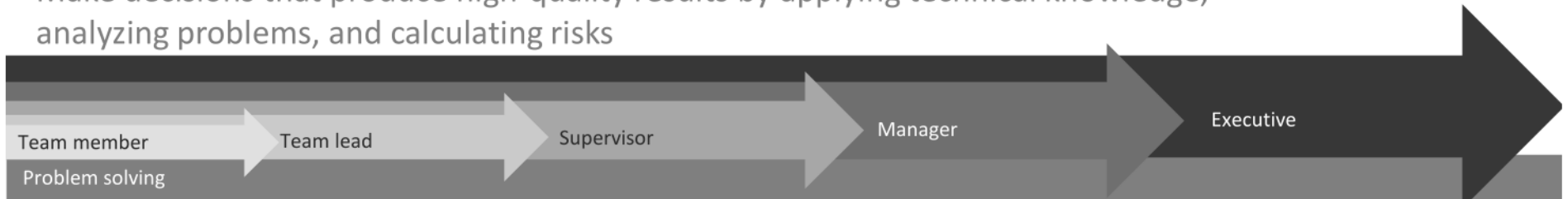


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RESULTS DRIVEN



Make decisions that produce high-quality results by applying technical knowledge, analyzing problems, and calculating risks



(b)(4); (b)(5)

Disclaimer: In some programs, employees may skip levels (e.g., Team member direct to supervisor)

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RESULTS DRIVEN



Make decisions that produce high-quality results by applying technical knowledge, analyzing problems, and calculating risks



(b)(4); (b)(5)

Disclaimer: In some programs, employees may skip levels (e.g., Team member direct to supervisor)

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ICE Leadership Development Model



PRELIMINARY

Competency	Goal	Behaviors
Business Acumen	(b)(4); (b)(5)	



BUSINESS ACUMEN



Manages human, financial, and information resources strategically



(b)(4); (b)(5)

Disclaimer: In some programs, employees may skip levels (e.g., Team member direct to supervisor)

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BUSINESS ACUMEN



Manages human, financial, and information resources strategically

Team member

Team lead

Supervisor

Manager

Executive

Human Capital Management

(b)(4); (b)(5)

Disclaimer: In some programs, employees may skip levels (e.g., Team member direct to supervisor)

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BUSINESS ACUMEN



Manages human, financial, and information resources strategically

Team member

Team lead

Supervisor

Manager

Executive

Technology Management

(b)(4); (b)(5)

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ICE Leadership Development Model



PRELIMINARY

Competency	Goal	Behaviors
Building Coalitions	(b)(4); (b)(5)	



BUILDING COALITIONS



Builds coalitions internally and with other Federal agencies, State and local governments, nonprofit and private sector organizations, foreign governments, or international organizations to achieve common goals



(b)(4); (b)(5)

explain points.

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BUILDING COALITIONS



Builds coalitions internally and with other Federal agencies, State and local governments, nonprofit and private sector organizations, foreign governments, or international organizations to achieve common goals

(b)(4); (b)(5)

Disclaimer: In some programs, employees may skip levels (e.g., Team member direct to supervisor)

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BUILDING COALITIONS



Builds coalitions internally and with other Federal agencies, State and local governments, nonprofit and private sector organizations, foreign governments, or international organizations to achieve common goals

(b)(4); (b)(5)

Disclaimer: In some programs, employees may skip levels (e.g., Team member direct to supervisor)

Pre-Decisional – Proprietary and Confidential

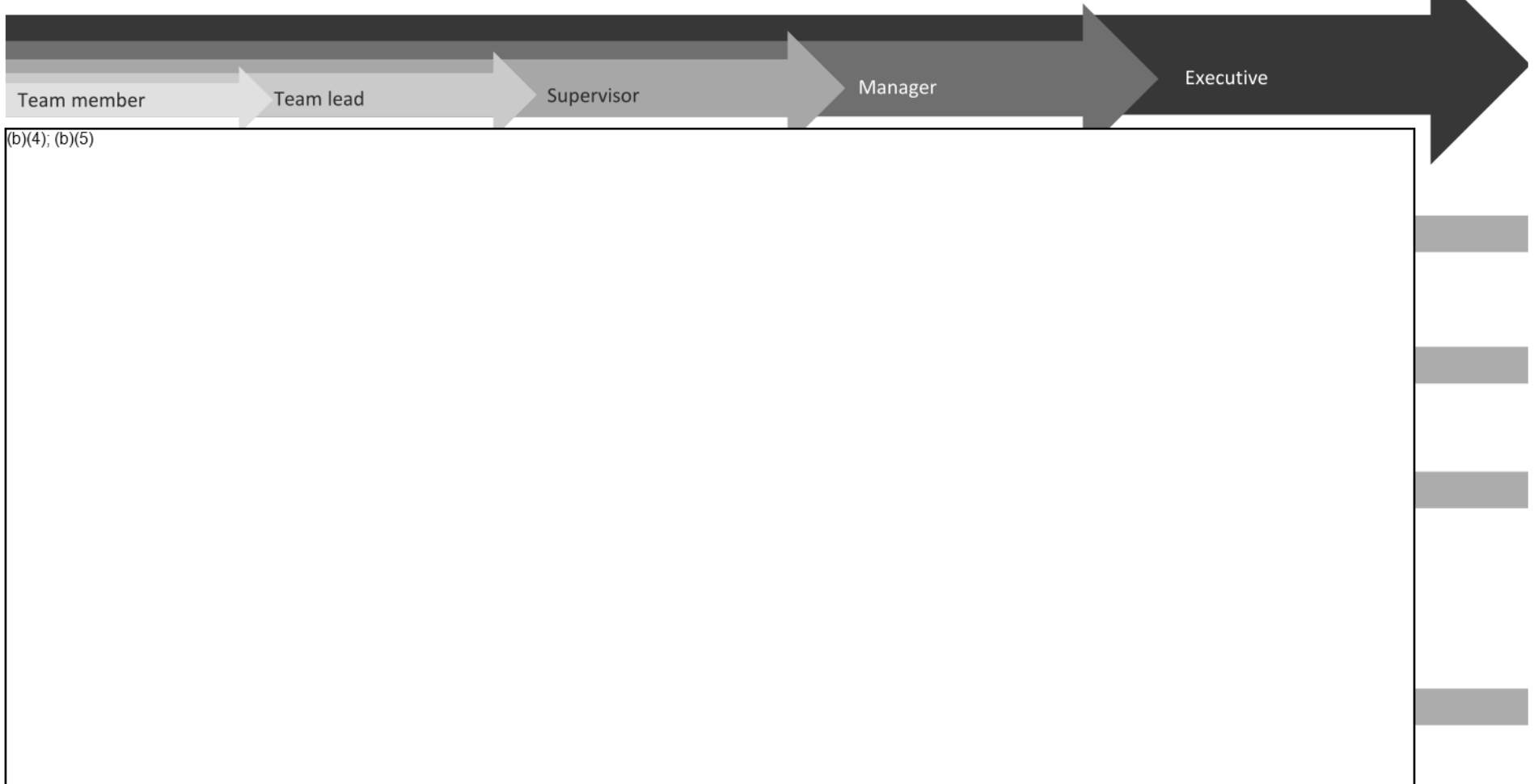


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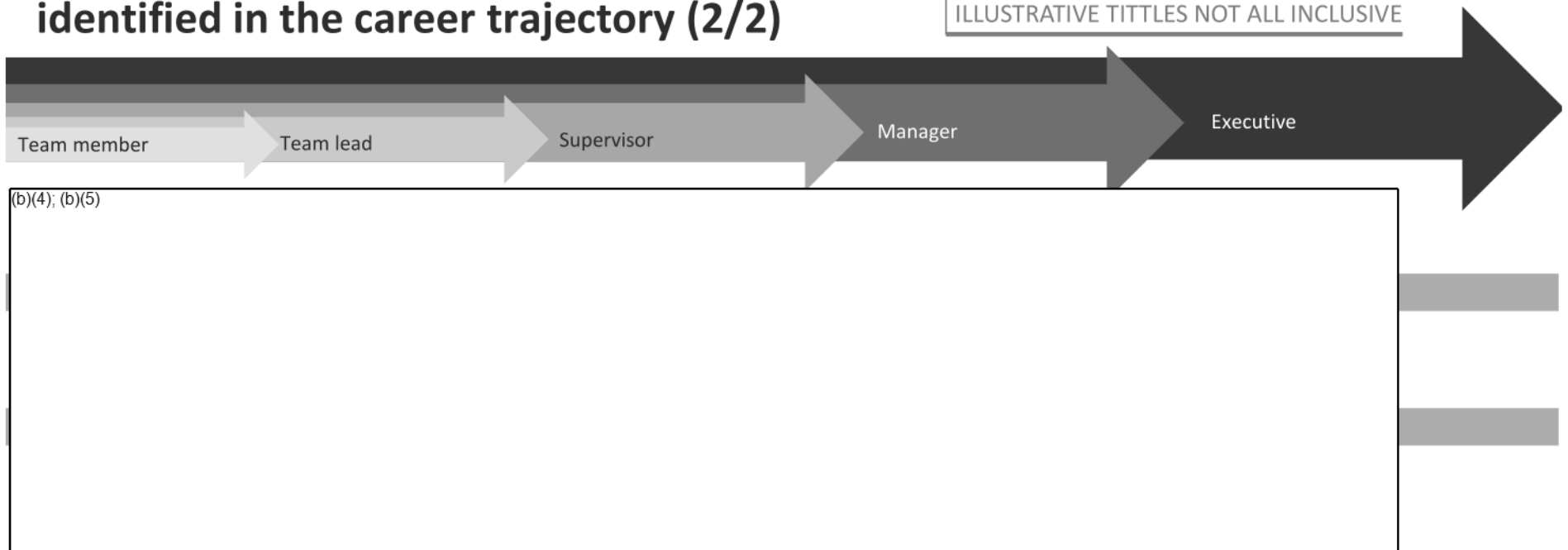
The ICE Leadership Development Model maps to the five levels DHS has identified in the career trajectory (1/2)

ILLUSTRATIVE TITLES NOT ALL INCLUSIVE



The ICE Leadership Development Model maps to the five levels DHS has identified in the career trajectory (2/2)

ILLUSTRATIVE TITLES NOT ALL INCLUSIVE



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Chapter 3. Leadership coaching conversations

(b)(4); (b)(5)



The success of the leadership coaching program will depend on each of us taking action

Guiding principles	Suggested actions <i>(quarterly)</i>
(b)(4); (b)(5)	

Coaching worksheet

Coachee
name:

Coach:

Date

What are your 1, 3 and 5 year career goals?

1 year:

3 year:

5 year:

Using the LDM, identify your 3 most important areas of strength that will help you achieve your goals?

1.

2.

3.

What are the specific and actionable steps you will take in the next 6 months to build on those strengths?

1.

2.

3.

Using the LDM, identify your 3 most important development areas that you have to address to achieve your goals?

1.

2.

3.

What are the specific and actionable steps you will take in the next 6 months address those development areas?

1.

2.

3.

Coach notes



LEADERSHIP DEVELOPMENT TOOLKIT

Coaching facilitation guide

LDM competencies and associated goals¹

Coachee questions for coach to help conversation

Competency Goal

(b)(4); (b)(5)

¹ Reference LDM for more detailed descriptions



Additional coaching questions

Questions to facilitate coaching conversation

(b)(4); (b)(5)



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- Chapter 1: The case for change
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- Chapter 3: Leadership coaching conversations program
- **Chapter 4: Leadership field training exercise**
- Chapter 5: Leadership self-assessment

Chapter 4. Leadership field training exercise

(b)(4); (b)(5)



The Field Training exercise is a chance to make the Leadership Development Model come to life

Guiding principles	Possible actions
(b)(4); (b)(5)	
	

Ideal speakers can speak to a specific event in their career that shaped or confirmed their leadership style



Example speakers:

- Senior ICE/HSI leadership
- Military leaders and veterans
- ICE veterans
- Leaders from other federal agencies
- Business leaders
- First responders to significant events (e.g., Police or Fire chiefs from 911)
- Historians with deep knowledge of historical event or leader



Example locations:

- Site of famous battle (e.g., Fredericksburg south of DC)
- Site of terrorist event (e.g., 911 memorial)

- Ideally, the exercise is conducted at the site of the story with a first-hand account from a leader
- However, depending on the speaker (e.g., military veteran), exercise can be conducted in field office or nearby offsite

Discussions can be structured and focused on LDM concepts



A Speaker Q&A facilitator guide

B Group discussion facilitator guide

(b)(4); (b)(5)



Suggested planning for Leadership Development field exercise

ILLUSTRATIVE

Current week
 ✓ At risk
✓ In progress
✓ Done

Week	3 weeks out	2 weeks out	1 week out
Agenda	(b)(4); (b)(5)		
Content			
Stakeholders			
Logistics			
➔			



Contents







- Chapter 1: The case for change
- Chapter 2: The Leadership Development Model
- Chapter 3: Leadership coaching conversations program
- Chapter 4: Leadership field training exercise
- **Chapter 5: Leadership self-assessment**

Chapter 5. Leadership competency self-assessment


(b)(4); (b)(5)



How to use the tool

- 1  Go to <https://lca.opm.gov/index.aspx> to access the OPM leadership self-assessment
- 2  Click “**Register As A New User**” and input user information as prompted
- 3  After receiving registration email, click link provided and **complete registration process** (keep note of password)
- 4  From home screen **complete all 6 competency modules** (each should take ~10-15 minutes)
- 5  Once all 6 modules are complete, return to home screen and **print feedback report**
- 6  Keep feedback report in your personal files and **bring to coaching session** as necessary

Questions to consider when reviewing competency assessment report

 Self-assessment feedback report questions
(b)(4); (b)(5)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. P00003		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO.	
6. ISSUED BY ICE/DCR		7. ADMINISTERED BY (If other than Item 6) ICE/DCR		5. PROJECT NO. (If applicable)	
ICEDETENTION COMPLIANCE REMOVALS IMMIGRATION AND CUSTOMS ENFORCEMENT OFFICE OF ACQUISITION MANAGEMENT 801 I STREET NW (b)(6);(b)(7)(C) WASHINGTON DC 20536		ICEDETENTION COMPLIANCE REMOVALS IMMIGRATION AND CUSTOMS ENFORCEMENT OFFICE OF ACQUISITION MANAGEMENT 801 I STREET NW (b)(6);(b)(7)(C) WASHINGTON DC 20536			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) MCKINSEY COMPANY INC WASHINGTON DC 1200 19TH ST NW SUITE 1100 WASHINGTON DC 200362412		9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. GS-10F-0118S HSCECR-16-F-00001 10B. DATED (SEE ITEM 13) 10/21/2015			
CODE 8252293180000		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule					
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).				
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
X	D. OTHER (Specify type of modification and authority) FAR 42.708				
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not. <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)					
DUNS Number: 825229318					
COR: (b)(6);(b)(7)(C) (202) 732-(b)(6);(b)(7)(C)					
Alt. COR: (b)(6);(b)(7)(C) (202) 732-(b)(6);(b)(7)(C)					
Contracting Officer: (b)(6);(b)(7)(C) (202) 732-(b)(6);(b)(7)(C)					
The purpose of the modification is to complete the close out of this task order which was terminated for the convenience of the Government.					
Continued ...					
Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6);(b)(7)(C)			
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA (b)(6);(b)(7)(C) (Signature of Contracting Officer)		16C. DATE SIGNED	

NAME OF OFFEROR OR CONTRACTOR
MCKINSEY COMPANY INC WASHINGTON DC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Exempt Action: Y Sensitive Award: NONE Period of Performance: 10/23/2015 to 11/23/2015				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. P00002		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO.	
6. ISSUED BY ICE/DCR		7. ADMINISTERED BY (If other than Item 6) ICE/DCR		5. PROJECT NO. (If applicable)	
ICEDETENTION COMPLIANCE REMOVALS IMMIGRATION AND CUSTOMS ENFORCEMENT OFFICE OF ACQUISITION MANAGEMENT 801 I STREET NW (b)(6);(b)(7)(C) WASHINGTON DC 20536		ICEDETENTION COMPLIANCE REMOVALS IMMIGRATION AND CUSTOMS ENFORCEMENT OFFICE OF ACQUISITION MANAGEMENT 801 I STREET NW (b)(6);(b)(7)(C) WASHINGTON DC 20536			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) MCKINSEY COMPANY INC WASHINGTON DC 1200 19TH ST NW SUITE 1100 WASHINGTON DC 200362412		(x)		9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
		x		10A. MODIFICATION OF CONTRACT/ORDER NO. GS-10F-0118S HSCECR-16-F-00001	
				10B. DATED (SEE ITEM 13) 10/21/2015	
CODE 8252293180000		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
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	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
X	D. OTHER (Specify type of modification and authority) FAR 42.708				
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
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DUNS Number: 825229318					
COR: (b)(6);(b)(7)(C) (202) 732-(b)(6);(b)(7)(C)					
Alt. COR: (b)(6);(b)(7)(C) (202) 732-(b)(6);(b)(7)(C)					
Contracting Officer: (b)(6);(b)(7)(C) (202) 732-(b)(6);(b)(7)(C)					
The purpose of the modification is to close out the terminated task order.					
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Continued ...					
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15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA (b)(6);(b)(7)(C)		16C. DATE SIGNED	
(Signature of person authorized to sign)		(Signature of Contracting Officer)			

REFERENCE NO. OF DOCUMENT BEING CONTINUED
GS-10F-0118S/HSCECR-16-F-00001/P00002

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2	2

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Period of Performance: 10/23/2015 to 10/22/2016				

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>				1. REQUISITION NUMBER 192116EROLESA0001		PAGE OF 1 34	
2. CONTRACT NO. GS-10F-0118S		3. AWARD/ EFFECTIVE DATE		4. ORDER NUMBER HSCECR-16-F-00001		5. SOLICITATION NUMBER	
						6. SOLICITATION ISSUE DATE	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME (b)(6);(b)(7)(C)		b. TELEPHONE NUMBER (No collect calls) 202-732-(b)(6);(b)(7)(C)		8. OFFER DUE DATE/LOCAL TIME	
9. ISSUED BY ICE/DCR ICEDETENTION COMPLIANCE REMOVALS IMMIGRATION AND CUSTOMS ENFORCEMENT OFFICE OF ACQUISITION MANAGEMENT 801 I STREET NW (b)(6);(b)(7)(C) WASHINGTON DC 20536				10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A) NAICS: 541618 SIZE STANDARD: \$15.0			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS Net 30		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
15. DELIVER TO (b)(6);(b)(7)(C) PORTALS III 1201 MARYLAND AVE SOUTH WASHINGTON DC 20024		16. ADMINISTERED BY ICE/DCR ICEDETENTION COMPLIANCE REMOVALS IMMIGRATION AND CUSTOMS ENFORCEMENT OFFICE OF ACQUISITION MANAGEMENT 801 I STREET NW (b)(6);(b)(7)(C) WASHINGTON DC 20536		14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP			
17a. CONTRACTOR/OFFEROR MCKINSEY COMPANY INC WASHINGTON DC 1200 19TH ST NW SUITE 1100 WASHINGTON DC 200362412		18a. PAYMENT WILL BE MADE BY DHS ICE BURLINGTON FINANCE CENTER PO BOX 1620 ATTN ICE-ERO-FHQ-RMD WILLISTON VT 05495-1620		17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM	
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	DUNS Number: 825229318 COR: (b)(6);(b)(7)(C) (202) 732-(b)(6);(b)(7)(C) Alt. COR: (b)(6);(b)(7)(C) (202) 732-(b)(6);(b)(7)(C) Contracting Officer: (b)(6);(b)(7)(C) (202) 732-(b)(6);(b)(7)(C) This order establishes the Task Order entitled, (Use Reverse and/or Attach Additional Sheets as Necessary)						
25. ACCOUNTING AND APPROPRIATION DATA See schedule						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$4,245,495.48	
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.							
27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.				29. AWARD OF CONTRACT: OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (Type or print)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or print) (b)(6);(b)(7)(C)		31c. DATE SIGNED	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<p>"ERO Organizational Transformation" between Immigration and Customs Enforcement and McKinsey & Company LLP, to provide integrated consulting services.</p> <p>Services shall be provided in accordance with the attached Statement of Work, and the Vendor's quote dated September 8, 2015, which is hereby incorporated by reference.</p> <p>This order is placed under the Vendor's GSA MOBIS Schedule Contract # GS-10F-0118S and is subject to the terms and conditions of the GSA Schedule contract and the terms and conditions attached to this order.</p> <p>Exempt Action: Y</p> <div style="border: 1px solid black; height: 50px; width: 400px; margin-bottom: 5px;">(b)(7)(E)</div> <p>Period of Performance: 10/23/2015 to 10/22/2016</p>				
0001	Base Year Services	(b)(4)	4		3,517,079.57
0002	Base Year Travel				25,000.00
	Not to Exceed \$25,000.00 and to be approved by the COR (SOW 11.0)				
	Continued ...				

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY		
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT			42a. RECEIVED BY (Print)	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42b. RECEIVED AT (Location)	
			42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
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NAME OF OFFEROR OR CONTRACTOR

MCKINSEY COMPANY INC WASHINGTON DC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0003	Base Year Surge Not to Exceed 20% of Line Item 0001 and to be approved by the COR				703,415.91
1001	Option Period I Services (Option Line Item) 09/23/2016	1	(b)(4)		0.00
1002	Option Period I Travel Not to Exceed (b)(4) and to be approved by the COR (SOW 11.0) (Option Line Item) 09/23/2016				0.00
1003	Option Period I Surge Not to Exceed 20% of Line Item 1001 and to be approved by the COR (Option Line Item) 09/23/2016				0.00
2001	Option Period II Services (Option Line Item) 09/23/2017		(b)(4)		0.00
2002	Option Period II Travel Not to Exceed (b)(4) and to be approved by the COR (SOW 11.0) (Option Line Item) 09/23/2017				0.00
2003	Option Period II Surge Not to Exceed 20% of Line Item 2001 and to be approved by the COR (Option Line Item) 09/23/2017				0.00
3001	6-Month Option Period Services (FAR 52.217-8) (Option Line Item) 09/23/2018 Continued ...		(b)(4)		0.00

CONTINUATION SHEET

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4 34

NAME OF OFFEROR OR CONTRACTOR

MCKINSEY COMPANY INC WASHINGTON DC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
3002	6-Month Option Period Travel Not to Exceed \$(b)(4) and to be approved by the COR (SOW 11.0) (Option Line Item) 09/21/2018				0.00
3003	6-Month Option Period Surge Not to Exceed 20% of Line Item 3001 and to be approved by the COR (Option Line Item) 09/21/2018 NOTE TO ALL VENDORS. INVOICES MAY NOT BE SUBMITTED IN ADVANCE AND PARTIAL INVOICES WILL NOT BE ACCEPTED. PLEASE ENSURE THE FOLLOWING INSTRUCTIONS ARE FOLLOWED TO AVOID PAYMENT DELAYS DUE TO REJECTED INVOICES. The Burlington Finance Center now handles both payment submission and payment processing. The BFC customer support number for payment inquiries is: 1-866-233-1915, Option # 3 Contractors please use these procedures when you submit an invoice for all acquisitions emanating from ICE/OAQ and pertain to all invoices submitted. 1. Invoices shall now be submitted via one of the following three methods: a. By mail: DHS, ICE, Burlington Finance Center P.O. Box 1620 Attn: ICE/ERO/FHQ/RMD Willinston, VT 05495-1620 or b. By facsimile (fax) at: 802-288-7658 (include a cover sheet with point of contact & # of pages) c. By e-mail at: Invoice.Consolidation@dhs.gov Invoices submitted by other than these three methods will be returned. The Burlington Finance Center (BFC) handles both Continued ...				0.00

CONTINUATION SHEET

 REFERENCE NO. OF DOCUMENT BEING CONTINUED
 GS-10F-0118S/HSCECR-16-F-00001

PAGE 5 OF 34

NAME OF OFFEROR OR CONTRACTOR

MCKINSEY COMPANY INC WASHINGTON DC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>payment submission and payment processing. The BFC customer support number for payment inquiries is: 1-866-233-1915, Option # 3.</p> <p>1. Contractor Taxpayer Identification Number (TIN) must be registered in the Central Contractor Registration (http://www.ccr.gov) prior to award and shall be notated on every invoice submitted to ICE/OAQ to ensure prompt payment provisions are met. The ICE program office identified in the delivery order/contract shall also be notated on every invoice.</p> <p>2. In accordance with Contract Clauses, FAR 52.212-4 (g)(1), Contract Terms and Conditions, Commercial Items, the information required with each invoice submission is as follows: An invoice must include:</p> <ul style="list-style-type: none"> (i) Name and address of the Contractor; (ii) Invoice date and number; (iii) Contract number, CONTRACT LINE ITEM NUMBER (CLIN) and, if applicable, the order number; (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered; (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading; (vi) Terms of any discount for prompt payment offered; (vii) Name and address of official to whom payment is to be sent; (viii) Name, title, and phone number of person to notify in event of defective invoice; and (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract. (See paragraph 1 above.) (x) Electronic funds transfer (EFT) banking information. <p>(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.</p> <p>(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
GS-10F-0118S/HSCECR-16-F-00001PAGE OF
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NAME OF OFFEROR OR CONTRACTOR

MCKINSEY COMPANY INC WASHINGTON DC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Payment by Electronic Funds Transfer; Central Contractor Registration by Electronic Funds Transfer; Other Than Central Contractor Registration), or applicable agency procedures. (C) EFT banking information is not required if the Government waived the requirement to pay by EFT.</p> <p>Invoices without the above information may be returned for resubmission.</p> <p>Receiving Officer/COTR/Program Office POC: Each Program Office is responsible for acceptance and receipt of goods and/or services. Upon receipt of goods/services, complete the applicable FFMS reports or BFC will not process the payment.</p> <p>The total amount of award: \$5,933,970.50. The obligation for this award is shown in box 26.</p>				

***U.S. DEPARTMENT OF
HOMELAND SECURITY***



***U.S. Immigration & Customs Enforcement
Enforcement and Removal Operations***

***STATEMENT OF WORK
Attachment A***

**STATEMENT OF WORK
U.S. IMMIGRATION AND CUSTOMS ENFORCEMENT
ENFORCEMENT AND REMOVAL OPERATIONS
ORGANIZATIONAL TRANSFORMATION**

1.0 PURPOSE

The purpose of this Statement of Work (SOW) is to describe the goals and objectives of the U.S. Immigration and Customs Enforcement (ICE), Enforcement and Removal Operations (ERO) for transforming its organization. ICE and ERO senior leadership are seeking expert, innovative consultative services to assist in developing ERO's modernized vision and strategy; communicating this vision and strategy to the workforce and the organization's partners; creating an implementation strategy and tracking and measuring progress; and aligning the organization's culture, personnel and systems to best support the execution of the vision. This transformation must include change management practices that coordinate and leverage existing related initiatives; training and strategic communications planning and implementation; and stakeholder engagement.

2.0 BACKGROUND

ICE ERO has a broad role in the U.S. national and homeland security landscape. Its diverse mission includes identifying and arresting aliens who present a national security, border security, or public safety risk. ERO is also responsible for pursuing and arresting alien fugitives, housing and providing for the medical care of as many as 35,000 detainees, caring for tens of thousands of unaccompanied minors during transportation, and repatriating aliens ordered removed to their country of origin. ERO manages a large geographic footprint across the continental United States and 12 overseas locations, and coordinates with multiple federal agencies, as well as state and local law enforcement. Across all these missions, ERO must navigate a complex political terrain, changing immigration policies, and the scrutiny of internal federal government partners, state and local government and law enforcement stakeholders, and private sector advocates.

ERO is currently undergoing substantial changes in its operations and business practices. These include policy changes and legislative requirements that are moving ERO in new directions. These policy changes include recent actions on immigration policy, which sets forth the Department of Homeland Security's civil immigration enforcement priorities and the DHS Priority Enforcement Program. These changes require an adaptive workforce, and the organization's close operational ties to partner immigration agencies require data synchronization across agencies to support and explain how the new mandates are affecting operations. Information technology initiatives are underway; ERO is implementing a sweeping single career path initiative for its law enforcement workforce; and major business process reengineering initiatives are in various phases of design and implementation. ERO requires a comprehensive, transformative vision and strategy that will integrate all existing and needed initiatives.

3.0 PERIOD OF PERFORMANCE

Base Period: October 23, 2015 – October 22, 2016
 Option Period I: October 23, 2016 – October 22, 2017
 Option Period II: October 23, 2017 – October 22, 2018

4.0 CONTRACT TYPE

Firm fixed price with supplemental time and materials line items.

5.0 SCOPE OF WORK AND TASK DESCRIPTIONS

This Statement of Work (SOW) defines the support services that ERO requires to establish a clear review, a detailed assessment, and a plan for material change and improvement of the personnel, processes, technology, and infrastructure that support ERO's new mission. The SOW also requires the creation of a unifying strategic vision that will identify opportunities for profound change and improvement and that will guide the implementation of existing and evolving efforts. The Contractor shall provide ERO with strategic consulting services to assist ICE in fundamentally changing the way ERO defines and communicates its vision, strategy, goals and objectives for the future; assisting in hiring, training, and fully developing a workforce consistent with the vision; and implementing the vision, strategy, goals, and objectives throughout ERO's organization. This scope includes managing foreseen and unforeseen challenges, providing effective oversight and guidance to all ongoing elements of transformation, and establishing and tracking performance of all tasks against metrics for success. The Government requires deep expertise and experience concerning management of transformational organizational change, including, planning, communications, and change management, in a homeland security and law enforcement environment.

5.1 Task 1: Project Management Plan

The contractor shall develop and submit to the Government for review a project approach and plan. Plan will describe the methodology that will be followed by the contractor, approach for completing all activities/deliverables identified in this SOW, key milestones, and mitigation strategies for any perceived risks through the lifecycle of the contract. In addition, the contractor shall review and revision of the existing Plan on an annual basis to determine how budget or policy changes affect future milestones.

5.2 Task 2: Refine ERO's Vision and Strategy

The contractor shall:

- Review and analyze existing personnel, processes, tools and infrastructure used to accomplish ERO missions.
- Identify impacted ERO, ICE, DHS, and other stakeholders.
- Develop and refine, with assistance from ICE stakeholders, a feasible, focused, and

flexible vision for ERO consistent with its new mission and operational needs.

- Define, with assistance from ICE stakeholders, ERO's goals, objectives, and performance metrics to measure outcomes of ERO's updated vision and strategy.

5.3 Task 3: Assess ERO's Workforce and Assist in Aligning the Workforce to ERO's Vision and Strategy

The contractor shall:

- Assist ERO management in refreshing ERO's values within the context of the broader ICE values; examine ongoing operational workforce analyses; and assist ERO, the ICE Office of Human Capital (OHC), and other ICE program office management in completing an ERO-wide staffing model.
- Assist ERO and OHC management in assessing and determining additional ERO workforce professionalization requirements (including, but not limited to, uniform hiring and training standards; appropriate entry qualification standards such as minimum educational standards, fitness standards, foreign language skills; and background examination procedures for new hires in coordination with OPM guidelines);
- Assist ERO management in developing workforce training and professional development opportunities that align the workforce to the vision and unique challenges to the ERO mission, and prepare ERO employees to meet new organizational standards and expectations;
- Assist ERO and OHC management in developing a career progression strategy that includes minimum promotion qualification standards for positions throughout the organization.
- Assist the OHC management in developing personnel and other human resource systems necessary to support hiring, building, and supporting a stellar workforce.

5.4 Task 4: Assess ERO's Organizational Structure and Align ERO's Operating Model to the Vision and Strategy

The purpose of this task is to assist in aligning ongoing transformation efforts and consolidate them into a cohesive, overarching operating model for ERO.

The contractor shall:

- Assist with analyzing ERO's organizational structure and other ICE program office management to identify potential gaps in mission-essential and mission-supporting activities.

- Assist with assessing the personnel, processes, tools and infrastructure ERO uses to identify aliens that present a public safety or national security risk and provide recommendations to improve program efficiency and effectiveness.
- Provide recommendations concerning restructuring ERO programs and other ICE program office management to align with the organization's vision, strategy, goals and objectives.

5.5 Task 5: Assess Information Technology and Data Management

The contractor shall assess existing and ongoing data management and data sharing efforts within ERO and recommend improvements in order to satisfy internal and external reporting requirements.

5.6 Task 6: Provide Implementation Strategies

The contractor shall create, with assistance from ICE stakeholders, an implementation plan to achieve goals and objectives. This plan shall include timelines, key milestones, the development of metrics, and tools to measure progress.

5.7 Task 7: Communications Strategy

All stakeholders must recognize their roles through all stages of the transformation process. The purpose of this task is to ensure transparent, coordinated communications regarding ERO's transformation.

The contractor shall:

- In coordination with ERO, the ICE Office of Public Affairs management, and other ICE program office management, create plans to articulate and share ERO's vision, goals and plans with the ICE workforce and external stakeholders, including the other DHS components and headquarters, Congress, Federal, state, and local law enforcement partners, and non-governmental organizations.
- In support of ERO management engage internal ICE stakeholders and designated external stakeholders to ensure awareness, understanding and support of the vision and transformation steps.
- Contribute to developing communications tools and products to effectively communicate the overarching rationale for changes and the role that individual internal and external stakeholders have in effecting that change.

5.8 Task 8: Assist with Implementation of Strategies

The purpose of this task is to administratively assist in the implementation of the proposed strategies and plans.

The contractor shall:

- Draft and disseminate approved final versions of policy and procedures to identified personnel and distribution groups, prepare and distribute schedules, monitor implementation activities, and advise Government personnel of the status and feedback on same.
- Gather, consolidate, and summarize statistical reports, draft briefing papers, and responses to requests from DHS, Congress, the White House, and other external stakeholders.
- Develop agendas, presentation materials, schedule and facilitate meetings, working groups and informational sessions.
- Prepare briefings and issue papers, studies, recommendation, responses and reports about the mission, activities, and related statistics
- Interact with a full range of field, Headquarter ERO, ICE and DHS officials as appropriate
- Coordinate with multiple individuals and organizations to resolve problems

6.0 DELIVERABLES

Unless explicitly stated otherwise, ERO expects that all deliverables in the table below will be completed in the Base Year of this task order. The option years in the period of performance will be used to complete or revise any deliverables that were not completed in the Base Year due to no fault of the vendor, assist ICE with ongoing tasks and implementation, and perform additional services that are within the scope of this SOW.

No.	Deliverable	Description	Due Date
1.	Kickoff Meeting	Kickoff Meeting.	NLT 5 business days after award
2.	Draft Project Plan	Draft Project Management Plan with technical activities, schedule for accomplishment of tasks, resource levels, and a travel and communication plan.	NLT 20 business days after award
3.	Project Plan	Project Management Plan with technical activities, schedule for accomplishment of tasks, resource levels, and a travel and communication plan.	NLT 7 business days after vendor receives government review and comment of the Draft Project Plan
4.	Initial Report to ERO Leadership	As described under Task 2	6 weeks after award
5.	Bi Weekly Progress Meeting	Conduct bi-weekly progress meetings with the COR. The progress meetings will, at a minimum, discuss contractor performance, deliverables, risks and any issues relevant to meeting the requirements of the task order.	Held bi-weekly for the duration of the period of performance.
6.	ERO Strategic	Including requirements under Tasks	30 weeks after award

	Plan to Include a Gap Analysis	2-4	
6a.	Strategic Plan Review	Review and revise existing strategic plan to determine how budget or policy changes affect all task.	Due 30 business days prior to end of Base
6b.	Strategic Plan Review 2	Review and revise existing strategic plan to determine how budget or policy changes affect all task.	Due 30 business days prior to end of Option 1
7.	Business Case(s)	One for each investment recommendation. For IT investments this will include D102 deliverables.	30 weeks after award
8.	Implementation Plan for Strategic Strategies	As described under Task 6. Will include timelines and key milestones.	34 weeks after award
9.	Communications Plan	As described under Task 7	34 weeks after award

7.0 PERSONNEL

7.1 Key Personnel

The Contractor shall provide the necessary level of professional and technical assistance to support ERO's transformation mission. Key personnel shall consist of the following:

- 1) Project Manager (PM). The contractor shall designate a PM who shall be responsible for management and performance of all work performed under this Task Order.
- 2) Alternate Project Manager (APM). The contractor shall also designate an APM who will share responsibilities with the PM.

The Government will have the right to approve the PM and APM selected for this Contract. The PM shall be the primary point of contact for the Contracting Officer (CO) and designated Contracting Officer Representative (COR). The PM shall ensure contractor employees are aware of, understand, and abide by DHS (Headquarters) and ICE established rules, regulations, and safety practices. The PM shall be accessible via telephone and email between the hours of 0800 and 1730 Eastern Time, Monday through Friday with the exception of designated federal holidays. The PM shall have full authority to act for the contractor on all contract matters relating to daily operations.

The PM and APM shall be able to read write, speak, and understand English fluently, have a minimum of 5 years project management experience, have sufficient experience to execute all project management duties and be a certified Project Management Professional (PMP) identified per the Project Management Institute (PMI). Both the PM and APM should possess directly relevant experience working in organizational, transformational,

and change management in challenging and evolving environments typical of immigration enforcement, homeland security, and law enforcement. Both the PM and APM should also hold a four-year degree from an accredited college/university.

The Government will have the right to approve the Key Personnel selected for this Contract. These personnel will require Government approval prior to replacement: the Contractor shall submit a written notice of intent to replace the Key Personnel along with the resume of the proposed replacement(s) to the CO a minimum of ten (10) business days prior to the proposed date of change. All proposed replacement(s) shall possess qualifications equal to or superior to those of the Key Personnel being replaced.

7.2 Additional Required Personnel

The Contractor shall also propose Subject Matter Experts (SME). These experts should also possess directly relevant experience working in organizational, transformational, and change management in challenging and evolving environments typical of immigration enforcement, homeland security, and law enforcement. SME's should also hold a four-year degree from an accredited college/university.

The offerors' submissions shall include a detailed staffing plan including resumes for key personnel to include experience, skills, education, training, qualifications and certifications. All proposed personnel shall be capable of working on-site at DHS when cleared by DHS Security to enter on duty, and are expected to work for the duration of the order.

8.0 PLACE OF PERFORMANCE

Services shall be performed at various DHS locations throughout the National Capital Region, Washington, D.C., and in field office locations to be determined during the course of the performance process.

9.0 HOURS OF OPERATION

Normal on-site operations must be carried on between the hours of 0800 and 1630 local time, Monday through Friday, unless otherwise authorized by the ICE COR.

10.0 GOVERNMENT HOLIDAYS.

The following Government holidays are observed by Government personnel: New Year's Day, Martin Luther King's Birthday, Presidential Inauguration Day (metropolitan DC area only), President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day, and any other day designated by Federal Statute, Executive Order, and/or Presidential Proclamation. Government offices may also be closed under the following circumstances: any kind of administrative leave such as acts of God (i.e. hurricanes, snow storms, tornadoes, etc.), Presidential funerals, or any other unexpected Government closures. The contractor shall not invoice labor for days when government offices are closed.

11.0 TRAVEL

The contractor shall not be reimbursed travel and per diem to ICE sites within the Washington, DC Metropolitan Area up to a 50-mile radius of the worksite where a contractor has an office. Local travel expenses within the Washington, DC Metropolitan area shall not be reimbursed (this includes parking). All travel outside the Washington, DC Metropolitan area must be approved by the COR in advance. No travel will be reimbursed without prior approval from the COR. In the event the contractor is required to travel outside of the Washington, DC Metropolitan area, the contractor will provide the COR with a completed Request for Travel Authorization at least 5 (five) business days prior to the requested travel date.

The contractor will be required to travel to ERO field offices with visits for efficiency to the multiple field offices in a single trip as determined by the ICE COR.

Travel expenses will be reimbursed consistent with Federal Acquisition Regulation (FAR) 31.205-46, Travel Costs, and the substantive provisions of the Federal Travel Regulation (FTR), as applicable, and consistent with the not-to-exceed (NTE) amount specified for this contract line item (CLIN). The FTRs may be located and downloaded from www.gpoaccess.gov/cfr or www.gsa.gov/federaltravelregulation.

12.0 GOVERNMENT FURNISHED PROPERTY, EQUIPMENT & INFORMATION

If the contractor is working on a Government site, the Government will provide only that property which is required to configure a suitable workstation, telephone, and office environment for assigned on-site personnel only. All training materials, policies, procedures, timelines or other documentation, electronic work products, are the property of DHS ICE. The contractor shall not copyright, nor own exclusive rights to products developed by contractor employees for DHS ICE. Contract personnel are not allowed to meet with external vendors or suppliers and/or represent ICE at meetings dealing with any entities external to ICE without an ICE official present.

13.0 INVOICING**SUBMISSION OF INVOICES OR VOUCHERS FOR PAYMENT**

The contractor will submit an invoice to ICE on a monthly basis based on the work completed and accepted by the Government. The contractor will submit invoices to the Burlington Finance Center (BFC) via one of the following three methods:

- a. By mail:

DHS, ICE
Burlington Finance Center
P.O. Box 1620
Williston, VT 05495-1620
Attn: TBD

- b. By facsimile (fax): (include a cover sheet with point of contact and number of pages) (802) 288-7658
- c. By e-mail: (b)(6);(b)(7)(C)

Invoices submitted by other than these three methods will be returned. The contractor's Taxpayer Identification Number (TIN) must be registered in the Central Contractor Registration (<http://www.ccr.gov>) prior to award and will be notated on every invoice submitted to ICE to ensure prompt payment provisions are met. The ICE program office will also be notated on every invoice.

Payments of invoices or vouchers will be subject to the withholding provisions (if any) stated in the task order. In the event that amounts are withheld from payment in accordance with provisions of the task order, a separate invoice for the amount withheld will be required before payment for that amount may be made.

14.0 SECURITY REQUIREMENTS

GENERAL

The Department of Homeland Security (DHS) has determined that performance of the tasks as described in requires that the Contractor, subcontractor(s), vendor(s), etc. (herein known as Contractor) have access to sensitive DHS information, and that the Contractor will adhere to the following.

SUITABILITY DETERMINATION

DHS will exercise full control over granting; denying, withholding or terminating unescorted government facility and/or sensitive Government information access for Contractor employees, based upon the results of a background investigation. DHS may, as it deems appropriate, authorize and make a favorable expedited entry on duty (EOD) decision based on preliminary security checks. The expedited EOD decision will allow the employees to commence work temporarily prior to the completion of the full investigation. The granting of a favorable EOD decision shall not be considered as assurance that a favorable full employment suitability authorization will follow as a result thereof. The granting of a favorable EOD decision or a full employment suitability determination shall in no way prevent, preclude, or bar the withdrawal or termination of any such access by DHS, at any time during the term of the contract. No employee of the Contractor shall be allowed to EOD and/or access sensitive information or systems without a favorable EOD decision or suitability determination by the Office of Professional Responsibility, Personnel Security Unit (OPR-PSU). No employee of the Contractor shall be allowed unescorted access to a Government facility without a favorable EOD decision or suitability determination by the OPR-PSU. Contract employees are processed under the DHS Management Directive 6-8.0. The contractor shall comply with the pre-screening requirements specified in the DHS Special Security Requirement – Contractor Pre-Screening paragraph located in this contract, if HSAR clauses 3052.204-70, Security Requirements for Unclassified Information Technology (IT) Resources; and/or 3052.204-71, Contractor Employee Access are included in the Clause section of this contract.

BACKGROUND INVESTIGATIONS

Contract employees (to include applicants, temporaries, part-time and replacement employees) under the contract, needing access to sensitive information, shall undergo a position sensitivity analysis based on the duties each individual will perform on the contract. The results of the position sensitivity analysis shall identify the appropriate background investigation to be conducted. Background investigations will be processed through the Personnel Security Unit. Prospective Contractor employees shall submit the following completed forms to the Personnel Security Unit through the COR, no less than 5 days before the starting date of the contract or 5 days prior to the expected entry on duty of any employees, whether a replacement, addition, subcontractor employee, or vendor:

1. Standard Form 85P, "Questionnaire for Public Trust Positions." Form will be submitted via e-QIP (electronic Questionnaires for Investigation Processing) **(2 copies)**
2. FD Form 258, "Fingerprint Card" **(2 copies)**
3. Foreign National Relatives or Associates Statement
4. DHS 11000-9, "Disclosure and Authorization Pertaining to Consumer Reports Pursuant to the Fair Credit Reporting Act"
5. Optional Form 306 Declaration for Federal Employment (applies to contractors as well)
6. Authorization for Release of Medical Information

Prospective Contractor employees who currently have an adequate current investigation and security clearance issued by the Defense Industrial Security Clearance Office (DISCO) or by another Federal Agency may not be required to submit complete security packages, and the investigation will be accepted for adjudication under reciprocity.

An adequate and current investigation is one where the investigation is not more than five years old and the subject has not had a break in service of more than two years.

Required forms will be provided by DHS at the time of award of the contract. Only complete packages will be accepted by the OPR-PSU. Specific instructions on submission of packages will be provided upon award of the contract.

Be advised that unless an applicant requiring access to sensitive information has resided in the US for three of the past five years, the Government may not be able to complete a satisfactory background investigation. In such cases, DHS retains the right to deem an applicant as ineligible due to insufficient background information.

The use of Non-U.S. citizens, including Lawful Permanent Residents (LPRs), is not permitted in the performance of this contract for any position that involves access to DHS

IT systems and the information contained therein, to include, the development and / or maintenance of DHS IT systems; or access to information contained in and / or derived from any DHS IT system.

TRANSFERS FROM OTHER DHS CONTRACTS:

Personnel may transfer from other DHS Contracts provided they have an adequate and current investigation (see above). If the prospective employee does not have an adequate and current investigation an eQip Worksheet will be submitted to the Intake Team to initiate a new investigation.

Transfers will be submitted on the COR Transfer Form which will be provided by the Dallas PSU Office along with other forms and instructions.

CONTINUED ELIGIBILITY

If a prospective employee is found to be ineligible for access to Government facilities or information, the COR will advise the Contractor that the employee shall not continue to work or to be assigned to work under the contract.

The OPR-PSU may require drug screening for probable cause at any time and/ or when the contractor independently identifies, circumstances where probable cause exists.

The OPR-PSU may require reinvestigations when derogatory information is received and/or every 5 years.

DHS reserves the right and prerogative to deny and/ or restrict the facility and information access of any Contractor employee whose actions are in conflict with the standards of conduct, 5 CFR 2635 and 5 CFR 3801, or whom DHS determines to present a risk of compromising sensitive Government information to which he or she would have access under this contract.

The Contractor will report any adverse information coming to their attention concerning contract employees under the contract to the OPR-PSU through the COR. Reports based on rumor or innuendo should not be made. The subsequent termination of employment of an employee does not obviate the requirement to submit this report. The report shall include the employees' name and social security number, along with the adverse information being reported.

The OPR-PSU must be notified of all terminations/ resignations within five days of occurrence. The Contractor will return any expired DHS issued identification cards and building passes, or those of terminated employees to the COR. If an identification card or building pass is not available to be returned, a report must be submitted to the COR, referencing the pass or card number, name of individual to whom issued, the last known location and disposition of the pass or card. The COR will return the identification cards and building passes to the responsible ID Unit.

EMPLOYMENT ELIGIBILITY

The contractor shall agree that each employee working on this contract will successfully pass the DHS Employment Eligibility Verification (E-Verify) program operated by USCIS to establish work authorization.

The E-Verify system, formerly known as the Basic Pilot/Employment Eligibility verification Program, is an Internet-based system operated by DHS USCIS, in partnership with the Social Security Administration (SSA) that allows participating employers to electronically verify the employment eligibility of their newly hired employees. E-Verify represents the best means currently available for employers to verify the work authorization of their employees.

The Contractor must agree that each employee working on this contract will have a Social Security Card issued and approved by the Social Security Administration. The Contractor shall be responsible to the Government for acts and omissions of his own employees and for any Subcontractor(s) and their employees.

Subject to existing law, regulations and/ or other provisions of this contract, illegal or undocumented aliens will not be employed by the Contractor, or with this contract. The Contractor will ensure that this provision is expressly incorporated into any and all Subcontracts or subordinate agreements issued in support of this contract.

SECURITY MANAGEMENT

The Contractor shall appoint a senior official to act as the Corporate Security Officer. The individual will interface with the OPR-PSU through the COR on all security matters, to include physical, personnel, and protection of all Government information and data accessed by the Contractor.

The COR and the OPR-PSU shall have the right to inspect the procedures, methods, and facilities utilized by the Contractor in complying with the security requirements under this contract. Should the COR determine that the Contractor is not complying with the security requirements of this contract, the Contractor will be informed in writing by the Contracting Officer of the proper action to be taken in order to effect compliance with such requirements.

The following computer security requirements apply to both Department of Homeland Security (DHS) operations and to the former Immigration and Naturalization Service operations (FINS). These entities are hereafter referred to as the Department.

PROVISIONS & CLAUSES

ATTACHMENT B

FEDERAL SUPPLY SCHEDULE (FSS) RFQ INTRODUCTORY LANGUAGE

All clauses and provisions from the Federal Acquisition Regulation (FAR) and General Services Administration Regulation (GSAR) from the applicable FSC Group of the Multiple Award Schedule and Federal Supply Schedule Program, and the specific GSA Schedule contract that will be referenced on the Standard Form 1449, Block 2, are hereby incorporated by reference.

The full text of any FAR, DHS and GSA clauses which are incorporated by reference may be obtained at the following URLs:

FAR: <http://www.acqnet.gov/FAR/>

DHS: <http://farsite.hill.af.mil/VFHSAR1.htm>

GSAM: <http://www.acquisition.gov/GSAM/gsam.html>

NOTICE LISTING CLAUSES INCORPORATED BY REFERENCE

The following clauses are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at "FAR 52.252-2, Clauses Incorporated by Reference" contained in the basic contract and "A.2 FSS RFQ Introductory Language" contained in this document. The foregoing clauses contain the Internet address for electronic access to the full text of a clause.

DHS Clauses/Provisions

3052.203-70	Instructions for Contractor Disclosure of Violations (Sept 2012)
3052.222-70	Strikes or Picketing Affecting Timely Completion of the Contract Work (Dec 2003)
3052.222-71	Strikes or Picketing Affecting Access to a DHS Facility (Dec 2003)
3052.228-70	Insurance (Dec 2003)
3052.242-71	Dissemination of Contract Information (Dec 2003)
3052.242-72	Contracting Officer's Technical Representative (Dec 2003)
3052.245-70	Government Property Reports [Deviation] (Aug 2008)

FAR Clauses

52.203-6	Restrictions on Subcontractors Sales to the Government (Sept 2006)
52.203-16	Preventing Personal Conflicts of Interest (Dec 2011)
52.204-9	Personal Identity Verification of Contractor Personnel (Jan 2011)
52.245-1	Government Property (Jun 2007)
52.245-9	Use and Charges (Apr 2012)

FAR 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a firm fixed price task order with supplemental time and materials line items.

(End of clause)

FAR 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the period of performance of the Task Order.

(End of clause)

FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor **within sixty days prior to the end of the contract period**; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least **30 days** before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed three years and six months.

(End of Clause)

FAR 52.224-1 -- PRIVACY ACT NOTIFICATION (APR 1984)

The Contractor will be required to design, develop, or operate a system of records on individuals, to accomplish an agency function subject to the Privacy Act of 1974, Public Law 93-579, December 31, 1974 (5 U.S.C.552a) and applicable agency regulations. Violation of the Act may involve the imposition of criminal penalties.

(End of clause)

FAR 52.224-2 -- PRIVACY ACT (APR 1984)

(a) The Contractor agrees to --

(1) Comply with the Privacy Act of 1974 (the Act) and the agency rules and regulations issued under the Act in the design, development, or operation of any system of records on individuals to accomplish an agency function when the contract specifically identifies --

(i) The systems of records; and

(ii) The design, development, or operation work that the contractor is to perform;

(2) Include the Privacy Act notification contained in this contract in every solicitation and resulting subcontract and in every subcontract awarded without a solicitation, when the work statement in the proposed subcontract requires the redesign, development, or operation of a system of records on individuals that is subject to the Act; and

(3) Include this clause, including this subparagraph (3), in all subcontracts awarded under this contract which requires the design, development, or operation of such a system of records.

(b) In the event of violations of the Act, a civil action may be brought against the agency involved when the violation concerns the design, development, or operation of a system of records on individuals to accomplish

an agency function, and criminal penalties may be imposed upon the officers or employees of the agency when the violation concerns the operation of a system of records on individuals to accomplish an agency function. For purposes of the Act, when the contract is for the operation of a system of records on individuals to accomplish an agency function, the Contractor is considered to be an employee of the agency.

(c)

(1) "Operation of a system of records," as used in this clause, means performance of any of the activities associated with maintaining the system of records, including the collection, use, and dissemination of records.

(2) "Record," as used in this clause, means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and that contains the person's name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a fingerprint or voiceprint or a photograph.

(3) "System of records on individuals," as used in this clause, means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.

(End of clause)

HSAR 3052.204-71 CONTRACTOR EMPLOYEE ACCESS (SEP 2012)

(a) *Sensitive Information*, as used in this clause, means any information, which if lost, misused, disclosed, or, without authorization is accessed, or modified, could adversely affect the national or homeland security interest, the conduct of Federal programs, or the privacy to which individuals are entitled under section 552a of title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense, homeland security or foreign policy. This definition includes the following categories of information:

(1) Protected Critical Infrastructure Information (PCII) as set out in the Critical Infrastructure Information Act of 2002 (Title II, Subtitle B, of the Homeland Security Act, Public Law 107-296, 196 Stat. 2135), as amended, the implementing regulations thereto (Title 6, Code of Federal Regulations, Part 29) as amended, the applicable PCII Procedures Manual, as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the PCII Program Manager or his/her designee);

(2) Sensitive Security Information (SSI), as defined in Title 49, Code of Federal Regulations, Part 1520, as amended, "Policies and Procedures of Safeguarding and Control of SSI," as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the Assistant Secretary for the Transportation Security Administration or his/her designee);

(3) Information designated as "For Official Use Only," which is unclassified information of a sensitive nature and the unauthorized disclosure of which could adversely impact a person's privacy or welfare, the conduct of Federal programs, or other programs or operations essential to the national or homeland security interest; and

(4) Any information that is designated "sensitive" or subject to other controls, safeguards or protections in accordance with subsequently adopted homeland security information handling procedures.

(b) "Information Technology Resources" include, but are not limited to, computer equipment, networking equipment, telecommunications equipment, cabling, network drives, computer drives, network software, computer software, software programs, intranet sites, and internet sites.

(c) Contractor employees working on this contract must complete such forms as may be necessary for security or other reasons, including the conduct of background investigations to determine suitability. Completed forms shall be submitted as directed by the Contracting Officer. Upon the Contracting Officer's request, the Contractor's employees shall be fingerprinted, or subject to other investigations as required. All Contractor employees requiring recurring access to Government facilities or access to sensitive information or IT resources are required to have a favorably adjudicated background investigation prior to commencing work on this contract unless this requirement is waived under Departmental procedures.

(d) The Contracting Officer may require the Contractor to prohibit individuals from working on the contract if the Government deems their initial or continued employment contrary to the public interest for any reason, including, but not limited to, carelessness, insubordination, incompetence, or security concerns.

(e) Work under this contract may involve access to sensitive information. Therefore, the Contractor shall not disclose, orally or in writing, any sensitive information to any person unless authorized in writing by the Contracting Officer. For those Contractor employees authorized access to sensitive information, the Contractor shall ensure that these persons receive training concerning the protection and disclosure of sensitive information both during and after contract performance.

(f) The Contractor shall include the substance of this clause in all subcontracts at any tier where the subcontractor may have access to Government facilities, sensitive information, or resources.

(End of clause)

**HSAR 3052.209-70 PROHIBITION ON CONTRACTS WITH CORPORATE EXPATRIATES
(JUN 2006)**

(a) Prohibitions.

Section 835 of the Homeland Security Act, 6 U.S.C. 395, prohibits the Department of Homeland Security from entering into any contract with a foreign incorporated entity which is treated as an inverted domestic corporation as defined in this clause, or with any subsidiary of such an entity. The Secretary shall waive the prohibition with respect to any specific contract if the Secretary determines that the waiver is required in the interest of national security.

(b) Definitions. As used in this clause:

Expanded Affiliated Group means an affiliated group as defined in section 1504(a) of the Internal Revenue Code of 1986 (without regard to section 1504(b) of such Code), except that section 1504 of such Code shall be applied by substituting 'more than 50 percent' for 'at least 80 percent' each place it appears.

Foreign Incorporated Entity means any entity which is, or but for subsection (b) of section 835 of the Homeland Security Act, 6 U.S.C. 395, would be, treated as a foreign corporation for purposes of the Internal Revenue Code of 1986.

Inverted Domestic Corporation. A foreign incorporated entity shall be treated as an inverted domestic corporation if, pursuant to a plan (or a series of related transactions)—

- (1) The entity completes the direct or indirect acquisition of substantially all of the properties held directly or indirectly by a domestic corporation or substantially all of the properties constituting a trade or business of a domestic partnership;

(2) After the acquisition at least 80 percent of the stock (by vote or value) of the entity is held—

(i) In the case of an acquisition with respect to a domestic corporation, by former shareholders of the domestic corporation by reason of holding stock in the domestic corporation; or

(ii) In the case of an acquisition with respect to a domestic partnership, by former partners of the domestic partnership by reason of holding a capital or profits interest in the domestic partnership; and

(3) The expanded affiliated group which after the acquisition includes the entity does not have substantial business activities in the foreign country in which or under the law of which the entity is created or organized when compared to the total business activities of such expanded affiliated group.

Person, domestic, and foreign have the meanings given such terms by paragraphs (1), (4), and (5) of section 7701(a) of the Internal Revenue Code of 1986, respectively.

(c) Special rules. The following definitions and special rules shall apply when determining whether a foreign incorporated entity should be treated as an inverted domestic corporation.

(1) *Certain stock disregarded.* For the purpose of treating a foreign incorporated entity as an inverted domestic corporation these shall not be taken into account in determining ownership:

(i) Stock held by members of the expanded affiliated group which includes the foreign incorporated entity; or

(ii) Stock of such entity which is sold in a public offering related to an acquisition described in section 835(b)(1) of the Homeland Security Act, 6 U.S.C. 395(b)(1).

(2) *Plan deemed in certain cases.* If a foreign incorporated entity acquires directly or indirectly substantially all of the properties of a domestic corporation or partnership during the 4-year period beginning on the date which is 2 years before the ownership requirements of subsection (b)(2) are met, such actions shall be treated as pursuant to a plan.

(3) *Certain transfers disregarded.* The transfer of properties or liabilities (including by contribution or distribution) shall be disregarded if such transfers are part of a plan a principal purpose of which is to avoid the purposes of this section.

(d) *Special rule for related partnerships.* For purposes of applying section 835(b) of the Homeland Security Act, 6 U.S.C. 395(b) to the acquisition of a domestic partnership, except as provided in regulations, all domestic partnerships which are under common control (within the meaning of section 482 of the Internal Revenue Code of 1986) shall be treated as a partnership.

(e) Treatment of Certain Rights.

(1) Certain rights shall be treated as stocks to the extent necessary to reflect the present value of all equitable interests incident to the transaction, as follows:

(i) warrants;

- (ii) options;
- (iii) contracts to acquire stock;
- (iv) convertible debt instruments; and
- (v) others similar interests.

(2) Rights labeled as stocks shall not be treated as stocks whenever it is deemed appropriate to do so to reflect the present value of the transaction or to disregard transactions whose recognition would defeat the purpose of Section 835.

(f) *Disclosure.* The offeror under this solicitation represents that [Check one]:

☐ it is not a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7001 through 3009.108-7003;

☐ it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7001 through 3009.108-7003, but it has submitted a request for waiver pursuant to 3009.108-7004, which has not been denied; or

☐ it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7001 through 3009.108-7003, but it plans to submit a request for waiver pursuant to 3009.108-7004.

(g) A copy of the approved waiver, if a waiver has already been granted, or the waiver request, if a waiver has been applied for, shall be attached to the bid or proposal.

(End of clause)

HSAR 3052.209-73 LIMITATION OF FUTURE CONTRACTING (JUN 2006)

(a) The Contracting Officer has determined that this acquisition may give rise to a potential organizational conflict of interest. Accordingly, the attention of prospective offerors is invited to FAR Subpart 9.5--Organizational Conflicts of Interest.

(b) The nature of this conflict arises from the possibility that following the completion of or while in the process of completing this task order, the Government may decide that additional services are required to implement, supplement, or continue the services performed or being performed under this task order.

(c) The restrictions upon future contracting are as follows:

(1) If the Contractor, under the terms of this contract, or through the performance of tasks pursuant to this contract, is required to develop specifications or statements of work that are to be incorporated into a solicitation, the Contractor shall be ineligible to perform the work described in that solicitation as a prime or first-tier subcontractor under an ensuing DHS contract. This restriction shall remain in effect for a reasonable time, as agreed to by the Contracting Officer and the Contractor, sufficient to avoid unfair competitive advantage or potential bias (this time shall in no case be less than the duration of the initial production contract). DHS shall not unilaterally require the Contractor to prepare such specifications or statements of work under this contract.

(2) To the extent that the work under this contract requires access to proprietary, business confidential, or financial data of other companies, and as long as these data remain

proprietary or confidential, the Contractor shall protect these data from unauthorized use and disclosure and agrees not to use them to compete with those other companies.

(End of clause)

HSAR 3052.215-70 KEY PERSONNEL OR FACILITIES (DEC 2003)

(a) The personnel or facilities specified below are considered essential to the work being performed under this contract and may, with the consent of the contracting parties, be changed from time to time during the course of the contract by adding or deleting personnel or facilities, as appropriate.

(b) Before removing or replacing any of the specified individuals or facilities, the Contractor shall notify the Contracting Officer, in writing, within ten (10) business days before the change becomes effective. The Contractor shall submit sufficient information to support the proposed action and to enable the Contracting Officer to evaluate the potential impact of the change on this contract. The Contractor shall not remove or replace personnel or facilities until the Contracting Officer approves the change.

The Key Personnel under this Contract:

- (1) Project Manager – Tony D’Emidio
- (2) Alternate Project Manager – Tom Dohrmann

(End of clause)

SAFEGUARDING OF SENSITIVE INFORMATION (MAR 2015)

(a) *Applicability.* This clause applies to the Contractor, its subcontractors, and Contractor employees (hereafter referred to collectively as “Contractor”). The Contractor shall insert the substance of this clause in all subcontracts.

(b) *Definitions.* As used in this clause—

“Personally Identifiable Information (PII)” means information that can be used to distinguish or trace an individual's identity, such as name, social security number, or biometric records, either alone, or when combined with other personal or identifying information that is linked or linkable to a specific individual, such as date and place of birth, or mother’s maiden name. The definition of PII is not anchored to any single category of information or technology. Rather, it requires a case-by-case assessment of the specific risk that an individual can be identified. In performing this assessment, it is important for an agency to recognize that non-personally identifiable information can become personally identifiable information whenever additional information is made publicly available—in any medium and from any source—that, combined with other available information, could be used to identify an individual.

PII is a subset of sensitive information. Examples of PII include, but are not limited to: name, date of birth, mailing address, telephone number, Social Security number (SSN), email address, zip code, account numbers, certificate/license numbers, vehicle identifiers including license plates, uniform resource locators (URLs), static Internet protocol addresses, biometric identifiers such as fingerprint, voiceprint, iris scan, photographic facial images, or any other unique identifying number or characteristic, and any information where it is reasonably foreseeable that the information will be linked with other information to identify the individual.

“Sensitive Information” is defined in HSAR clause 3052.204-71, Contractor Employee Access, as any information, which if lost, misused, disclosed, or, without authorization is accessed, or modified, could adversely affect the national or homeland security interest, the conduct of Federal programs, or the privacy to which individuals are entitled under section 552a of Title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to

be kept secret in the interest of national defense, homeland security or foreign policy. This definition includes the following categories of information:

- (1) Protected Critical Infrastructure Information (PCII) as set out in the Critical Infrastructure Information Act of 2002 (Title II, Subtitle B, of the Homeland Security Act, Public Law 107- 296, 196 Stat. 2135), as amended, the implementing regulations thereto (Title 6, Code of Federal Regulations, Part 29) as amended, the applicable PCII Procedures Manual, as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the PCII Program Manager or his/her designee);
- (2) Sensitive Security Information (SSI), as defined in Title 49, Code of Federal Regulations, Part 1520, as amended, “Policies and Procedures of Safeguarding and Control of SSI,” as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the Assistant Secretary for the Transportation Security Administration or his/her designee);
- (3) Information designated as “For Official Use Only,” which is unclassified information of a sensitive nature and the unauthorized disclosure of which could adversely impact a person’s privacy or welfare, the conduct of Federal programs, or other programs or operations essential to the national or homeland security interest; and
- (4) Any information that is designated “sensitive” or subject to other controls, safeguards or protections in accordance with subsequently adopted homeland security information handling procedures.

“Sensitive Information Incident” is an incident that includes the known, potential, or suspected exposure, loss of control, compromise, unauthorized disclosure, unauthorized acquisition, or unauthorized access or attempted access of any Government system, Contractor system, or sensitive information.

“Sensitive Personally Identifiable Information (SPII)” is a subset of PII, which if lost, compromised or disclosed without authorization, could result in substantial harm, embarrassment, inconvenience, or unfairness to an individual. Some forms of PII are sensitive as stand-alone elements. Examples of such PII include: Social Security numbers (SSN), driver’s license or state identification number, Alien Registration Numbers (A-number), financial account number, and biometric identifiers such as fingerprint, voiceprint, or iris scan. Additional examples include any groupings of information that contain an individual’s name or other unique identifier plus one or more of the following elements:

- (1) Truncated SSN (such as last 4 digits)
- (2) Date of birth (month, day, and year)
- (3) Citizenship or immigration status
- (4) Ethnic or religious affiliation
- (5) Sexual orientation
- (6) Criminal History
- (7) Medical Information
- (8) System authentication information such as mother’s maiden name, account passwords or personal identification numbers (PIN)

Other PII may be “sensitive” depending on its context, such as a list of employees and their performance ratings or an unlisted home address or phone number. In contrast, a business card or public telephone directory of agency employees contains PII but is not sensitive.

(c) *Authorities.* The Contractor shall follow all current versions of Government policies and guidance accessible at <http://www.dhs.gov/dhs-security-and-training-requirements-contractors>, or available upon request from the Contracting Officer, including but not limited to:

- (1) DHS Management Directive 11042.1 Safeguarding Sensitive But Unclassified (for Official Use Only) Information
- (2) DHS Sensitive Systems Policy Directive 4300A

- (3) DHS 4300A Sensitive Systems Handbook and Attachments
- (4) DHS Security Authorization Process Guide
- (5) DHS Handbook for Safeguarding Sensitive Personally Identifiable Information
- (6) DHS Instruction Handbook 121-01-007 Department of Homeland Security Personnel Suitability and Security Program
- (7) DHS Information Security Performance Plan (current fiscal year)
- (8) DHS Privacy Incident Handling Guidance
- (9) Federal Information Processing Standard (FIPS) 140-2 Security Requirements for Cryptographic Modules accessible at <http://csrc.nist.gov/groups/STM/cmvp/standards.html>
- (10) National Institute of Standards and Technology (NIST) Special Publication 800-53 Security and Privacy Controls for Federal Information Systems and Organizations accessible at <http://csrc.nist.gov/publications/PubsSPs.html>
- (11) NIST Special Publication 800-88 Guidelines for Media Sanitization accessible at <http://csrc.nist.gov/publications/PubsSPs.html>

(d) *Handling of Sensitive Information.* Contractor compliance with this clause, as well as the policies and procedures described below, is required.

(1) Department of Homeland Security (DHS) policies and procedures on Contractor personnel security requirements are set forth in various Management Directives (MDs), Directives, and Instructions. MD 11042.1, Safeguarding Sensitive But Unclassified (For Official Use Only) Information describes how Contractors must handle sensitive but unclassified information. DHS uses the term “FOR OFFICIAL USE ONLY” to identify sensitive but unclassified information that is not otherwise categorized by statute or regulation. Examples of sensitive information that are categorized by statute or regulation are PCII, SSI, etc. The DHS Sensitive Systems Policy Directive 4300A and the DHS 4300A Sensitive Systems Handbook provide the policies and procedures on security for Information Technology (IT) resources. The DHS Handbook for Safeguarding Sensitive Personally Identifiable Information provides guidelines to help safeguard SPII in both paper and electronic form. DHS Instruction Handbook 121-01-007 Department of Homeland Security Personnel Suitability and Security Program establishes procedures, program responsibilities, minimum standards, and reporting protocols for the DHS Personnel Suitability and Security Program.

(2) The Contractor shall not use or redistribute any sensitive information processed, stored, and/or transmitted by the Contractor except as specified in the contract.

(3) All Contractor employees with access to sensitive information shall execute DHS Form 11000-6, Department of Homeland Security Non-Disclosure Agreement (NDA), as a condition of access to such information. The Contractor shall maintain signed copies of the NDA for all employees as a record of compliance. The Contractor shall provide copies of the signed NDA to the Contracting Officer’s Representative (COR) no later than two (2) days after execution of the form.

(4) The Contractor’s invoicing, billing, and other recordkeeping systems maintained to support financial or other administrative functions shall not maintain SPII. It is acceptable to maintain in these systems the names, titles and contact information for the COR or other Government personnel associated with the administration of the contract, as needed.

(End of clause)

INFORMATION TECHNOLOGY SECURITY AND PRIVACY TRAINING (MAR 2015)

(a) *Applicability.* This clause applies to the Contractor, its subcontractors, and Contractor employees (hereafter referred to collectively as “Contractor”). The Contractor shall insert the substance of this clause in all subcontracts.

(b) *Security Training Requirements.*

(1) All users of Federal information systems are required by Title 5, Code of Federal Regulations, Part 930.301, Subpart C, as amended, to be exposed to security awareness materials annually or whenever system security changes occur, or when the user's responsibilities change. The Department of Homeland Security (DHS) requires that Contractor employees take an annual Information Technology Security Awareness Training course before accessing sensitive information under the contract. Unless otherwise specified, the training shall be completed within thirty (30) days of contract award and be completed on an annual basis thereafter not later than October 31st of each year. Any new Contractor employees assigned to the contract shall complete the training before accessing sensitive information under the contract. The training is accessible at <http://www.dhs.gov/dhs-security-and-training-requirements-contractors>. The Contractor shall maintain copies of training certificates for all Contractor and subcontractor employees as a record of compliance. Unless otherwise specified, initial training certificates for each Contractor and subcontractor employee shall be provided to the Contracting Officer's Representative (COR) not later than thirty (30) days after contract award. Subsequent training certificates to satisfy the annual training requirement shall be submitted to the COR via e-mail notification not later than October 31st of each year. The e-mail notification shall state the required training has been completed for all Contractor and subcontractor employees.

(2) The DHS Rules of Behavior apply to every DHS employee, Contractor and subcontractor that will have access to DHS systems and sensitive information. The DHS Rules of Behavior shall be signed before accessing DHS systems and sensitive information. The DHS Rules of Behavior is a document that informs users of their responsibilities when accessing DHS systems and holds users accountable for actions taken while accessing DHS systems and using DHS Information Technology resources capable of inputting, storing, processing, outputting, and/or transmitting sensitive information. The DHS Rules of Behavior is accessible at <http://www.dhs.gov/dhs-security-and-training-requirements-contractors>. Unless otherwise specified, the DHS Rules of Behavior shall be signed within thirty (30) days of contract award. Any new Contractor employees assigned to the contract shall also sign the DHS Rules of Behavior before accessing DHS systems and sensitive information. The Contractor shall maintain signed copies of the DHS Rules of Behavior for all Contractor and subcontractor employees as a record of compliance. Unless otherwise specified, the Contractor shall e-mail copies of the signed DHS Rules of Behavior to the COR not later than thirty (30) days after contract award for each employee. The DHS Rules of Behavior will be reviewed annually and the COR will provide notification when a review is required.

(c) *Privacy Training Requirements.* All Contractor and subcontractor employees that will have access to Personally Identifiable Information (PII) and/or Sensitive PII (SPII) are required to take Privacy at DHS: Protecting Personal Information before accessing PII and/or SPII. The training is accessible at <http://www.dhs.gov/dhs-security-and-training-requirements-contractors>.

Training shall be completed within thirty (30) days of contract award and be completed on an annual basis thereafter not later than October 31st of each year. Any new Contractor employees assigned to the contract shall also complete the training before accessing PII and/or SPII. The Contractor shall maintain copies of training certificates for all Contractor and subcontractor employees as a record of compliance. Initial training certificates for each Contractor and subcontractor employee shall be provided to the COR not later than thirty (30) days after contract award. Subsequent training certificates to satisfy the annual training requirement shall be submitted to the COR via e-mail notification not later than October 31st of each year. The email notification shall state the required training has been completed for all Contractor and subcontractor employees.

(End of clause)

HSAR 3052.204-71 CONTRACTOR EMPLOYEE ACCESS (SEP 2012)

(a) *Sensitive Information*, as used in this clause, means any information, which if lost, misused, disclosed, or, without authorization is accessed, or modified, could adversely affect the national or homeland security interest, the conduct of Federal programs, or the privacy to which individuals are entitled under section 552a of title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense, homeland security or foreign policy. This definition includes the following categories of information:

(1) Protected Critical Infrastructure Information (PCII) as set out in the Critical Infrastructure Information Act of 2002 (Title II, Subtitle B, of the Homeland Security Act, Public Law 107-296, 196 Stat. 2135), as amended, the implementing regulations thereto (Title 6, Code of Federal Regulations, Part 29) as amended, the applicable PCII Procedures Manual, as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the PCII Program Manager or his/her designee);

(2) Sensitive Security Information (SSI), as defined in Title 49, Code of Federal Regulations, Part 1520, as amended, "Policies and Procedures of Safeguarding and Control of SSI," as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the Assistant Secretary for the Transportation Security Administration or his/her designee);

(3) Information designated as "For Official Use Only," which is unclassified information of a sensitive nature and the unauthorized disclosure of which could adversely impact a person's privacy or welfare, the conduct of Federal programs, or other programs or operations essential to the national or homeland security interest; and

(4) Any information that is designated "sensitive" or subject to other controls, safeguards or protections in accordance with subsequently adopted homeland security information handling procedures.

(b) "Information Technology Resources" include, but are not limited to, computer equipment, networking equipment, telecommunications equipment, cabling, network drives, computer drives, network software, computer software, software programs, intranet sites, and internet sites.

(c) Contractor employees working on this contract must complete such forms as may be necessary for security or other reasons, including the conduct of background investigations to determine suitability. Completed forms shall be submitted as directed by the Contracting Officer. Upon the Contracting Officer's request, the Contractor's employees shall be fingerprinted, or subject to other investigations as required. All Contractor employees requiring recurring access to Government facilities or access to sensitive information or IT resources are required to have a favorably adjudicated background investigation prior to commencing work on this contract unless this requirement is waived under Departmental procedures.

(d) The Contracting Officer may require the Contractor to prohibit individuals from working on the contract if the Government deems their initial or continued employment contrary to the public interest for any reason, including, but not limited to, carelessness, insubordination, incompetence, or security concerns.

(e) Work under this contract may involve access to sensitive information. Therefore, the Contractor shall not disclose, orally or in writing, any sensitive information to any person unless authorized in writing by the Contracting Officer. For those Contractor employees authorized access to sensitive information, the Contractor shall ensure that these persons receive training concerning the protection and disclosure of sensitive information both during and after contract performance.

(f) The Contractor shall include the substance of this clause in all subcontracts at any tier where the subcontractor may have access to Government facilities, sensitive information, or resources.

(g) Before receiving access to IT resources under this contract the individual must receive a security briefing, which the Contracting Officer's Technical Representative (COTR) will arrange, and complete any nondisclosure agreement furnished by DHS.

(h) The Contractor shall have access only to those areas of DHS information technology resources explicitly stated in this contract or approved by the COTR in writing as necessary for performance of the work under this contract. Any attempts by Contractor personnel to gain access to any information technology resources

not expressly authorized by the statement of work, other terms and conditions in this contract, or as approved in writing by the COTR, is strictly prohibited. In the event of violation of this provision, DHS will take appropriate actions with regard to the contract and the individual(s) involved.

(i) Contractor access to DHS networks from a remote location is a temporary privilege for mutual convenience while the Contractor performs business for the DHS Component. It is not a right, a guarantee of access, a condition of the contract, or Government Furnished Equipment (GFE).

(j) Contractor access will be terminated for unauthorized use. The Contractor agrees to hold and save DHS harmless from any unauthorized use and agrees not to request additional time or money under the contract for any delays resulting from unauthorized use or access.

(k) Non-U.S. citizens shall not be authorized to access or assist in the development, operation, management or maintenance of Department IT systems under the contract, unless a waiver has been granted by the Head of the Component or designee, with the concurrence of both the Department's Chief Security Officer (CSO) and the Chief Information Officer (CIO) or their designees. Within DHS Headquarters, the waiver may be granted only with the approval of both the CSO and the CIO or their designees. In order for a waiver to be granted:

(1) There must be a compelling reason for using this individual as opposed to a U. S. citizen; and

(2) The waiver must be in the best interest of the Government.

(l) Contractors shall identify in their proposals the names and citizenship of all non-U.S. citizens proposed to work under the contract. Any additions or deletions of non-U.S. citizens after contract award shall also be reported to the contracting officer.

(End of clause)

ICE PRO Clauses

PRIV 1.2: Reporting Suspected Loss of Sensitive PII: Contractors must report the suspected loss or compromise of Sensitive PII to ICE in a timely manner and cooperate with ICE's inquiry into the incident and efforts to remediate any harm to potential victims.

1. The Contractor must develop and include in its security plan (which is submitted to ICE) an internal system by which its employees and Subcontractors are trained to identify and report the potential loss or compromise of Sensitive PII.

2. The Contractor must report the suspected loss or compromise of Sensitive PII by its employees or Subcontractors to the ICE Security Operations Center (480-496-(b)(6)), the Contracting Officer's Representative (COR), and the Contracting Officer within one (1) hour of the initial discovery.

3. The Contractor must provide a written report to ICE within 24 hours of the suspected loss or compromise of Sensitive PII by its employees or Subcontractors. The report must contain the following information:

- a. Narrative or detailed description of the events surrounding the suspected loss or compromise of information.
- b. Date, time, and location of the incident.
- c. Type of information lost or compromised.
- d. Contractor's assessment of the likelihood that the information was compromised or lost and the reasons behind the assessment.
- e. Names of person(s) involved, including victim, Contractor employee/Subcontractor and any witnesses.
- f. Cause of the incident and whether the company's security plan was followed and, if not, which specific provisions were not followed.

- g. Actions that have been or will be taken to minimize damage and/or mitigate further compromise.
- h. Recommendations to prevent similar situations in the future, including whether the security plan needs to be modified in any way and whether additional training may be required.

4. The Contractor must cooperate with ICE or other Government Agency inquiries into the suspected loss or compromise of Sensitive PII.

5. At the Government's discretion, Contractor employees or Subcontractor employees may be identified as no longer eligible to access Sensitive PII or to work on that contract based on their actions related to the loss or compromise of Sensitive PII.
(End of clause)

PRIV 1.3: Victim Remediation Provision: The Contractor is responsible for the notification of victims and the provision of victim remediation services in the event of a loss or compromise of Sensitive PII held by the Contractor, its agents, and its Subcontractors, under this contract. The victim remediation services shall include at least 18 months of credit monitoring and, for serious or large incidents as requested by the Government, call center help desk services for the individuals whose Sensitive PII was lost or compromised. The Contractor and ICE will collaborate and agree on the method and content of any notification that may be required to be sent to individuals whose Sensitive PII was lost or compromised.
(End of clause)

PRIV 1.4: Separation Checklist for Contractor Employees: Contractors shall enact a protocol to use a separation checklist before its employees, Subcontractor employees, or independent Contractors terminate working on the contract. The separation checklist must cover areas such as: (1) return of any Government-furnished equipment; (2) return or proper disposal of Sensitive PII (paper or electronic) in the custody of the Contractor/Subcontractor employee or independent Contractor, including the sanitization of data on any computer systems or media as appropriate; and (3) termination of any technological access to the Contractor's facilities or systems that would permit the terminated employee's access to Sensitive PII.

In the event of adverse job actions resulting in the dismissal of an employee, Subcontractor employee, or independent Contractor, the Contractor shall notify the Contract Officer's Representative (COR) within 24 hours. For normal separations, the Contractor shall submit the checklist on the last day of employment or work on the contract.

As requested, contractors shall assist the ICE Point of Contact (ICE/POC), Contracting Officer, or COR with completing ICE Form 50-005/Contractor Employee Separation Clearance Checklist by returning all Government-furnished property including but not limited to computer equipment, media, credentials and passports, smart cards, mobile devices, PIV cards, calling cards, and keys and terminating access to all user accounts and systems.
(End of clause)

PRIV 1.6: Prohibition on Performing Work Outside a Government Facility/Network/Equipment: The Contractor shall perform all tasks described in this document at authorized Government facilities and on authorized Government networks, using Government-furnished IT and other equipment. The Contractor is prohibited from performing these tasks at or removing Government-furnished information to any other facility, or on any other network or equipment. Government information shall remain within the confines of authorized Government facilities and/or networks at all times.
(End of clause)

PRIV 1.7: Privacy Act Information: In accordance with FAR 52.224-1, PRIVACY ACT NOTIFICATION (APR 1984), and FAR 52.224-2, PRIVACY ACT (APR 1984), this contract requires Contractor personnel to have access to information protected by the Privacy Act of 1974. The Agency advises that the relevant system of records notices (SORNs) applicable to this Privacy Act information are as follows:

DHS/ALL-019 Payroll, Personnel, and Time and Attendance Records
DHS/ICE-011 Immigration and Enforcement Operational Records (ENFORCE)
DHS/ICE-007 Alien Criminal Response Information Management System (ACRIME)

DHS/ALL-007: Department of Homeland Security Accounts Payable System of Records

DHS/ALL-008: Department of Homeland Security Accounts Receivable System of Records

DHS/ICE-004: Bond Information Management System

GSA/GOVT-003: Travel Charge Card Program System of Records

These SORN may be updated at any time. The most current DHS versions are publicly available at www.dhs.gov/privacy. SORNs of other agencies may be accessed through the agencies' websites or by searching FDsys, the Federal Digital System of the Government Publishing Office, available at <http://www.gpo.gov/fdsys/>.
(End of clause)

REC 1.1: Required DHS Basic Records Management Training: The Contractor shall provide DHS basic records management training for all employees and Subcontractors that have access to Sensitive PII as well as the creation, use, dissemination and/or destruction of Sensitive PII at the outset of the Subcontractor's/employee's work on the contract and every year thereafter. This training can be obtained via links on the ICE intranet site. The Agency may also make the training available through other means (e.g., CD or online). The Contractor shall maintain copies of certificates as a record of compliance. The Contractor must submit an annual e-mail notification to the Contracting Officer's Representative that the required training has been completed for all the Contractor's employees.
(End of clause)

REC 1.2: Deliverables are the Property of the U.S. Government: The Contractor shall treat all deliverables under the contract as the property of the U.S. Government for which the Agency shall have unlimited rights to use, dispose of, or disclose such data contained therein. The Contractor shall not retain, use, sell, or disseminate copies of any deliverable without the expressed permission of the Contracting Officer or Contracting Officer's Representative. The Contractor shall certify in writing the destruction or return of all Government data at the conclusion of the contract or at a time otherwise specified in the contract. The Agency owns the rights to all data/records produced as part of this contract.
(End of clause)

REC 1.3: Contractor Shall Not Create or Maintain Unauthorized Records: The Contractor shall not create or maintain any records that are not specifically tied to or authorized by the contract using Government IT equipment and/or Government records. The Contractor shall not create or maintain any records containing any Government Agency data that are not specifically tied to or authorized by the contract.
(End of clause)

REC 1.4: Agency Owns Rights to Electronic Information: The Government Agency owns the rights to all electronic information (electronic data, electronic information systems or electronic databases) and all supporting documentation created as part of this contract. The Contractor must deliver sufficient technical documentation with all data deliverables to permit the Agency to use the data.
(End of clause)

REC 1.5: Comply With All Records Management Policies: The Contractor agrees to comply with Federal and Agency records management policies, including those policies associated with the safeguarding of records covered by the Privacy Act of 1974. These policies include the preservation of all records created or received regardless of format, mode of transmission, or state of completion.
(End of clause)

REC 1.6: No Disposition of Documents without Prior Written Consent: No disposition of documents will be allowed without the prior written consent of the Contracting Officer. The Agency and its contractors are responsible for preventing the alienation or unauthorized destruction of records, including all forms of mutilation. Willful and unlawful destruction, damage or alienation of Federal records is subject to the fines and penalties imposed by 18 U.S.C. 2701. Records may not be removed from the legal custody of the Agency or destroyed without regard to the provisions of the Agency records schedules.
(End of clause)

REC 1.7: Contractor Must Obtain Approval Prior to Engaging Subcontractors: The Contractor is required to obtain the Contracting Officer's approval prior to engaging in any contractual relationship (Subcontractor) in support of this contract requiring the disclosure of information, documentary material and/or records generated under or relating to this contract. The Contractor (and any Subcontractor) is required to abide by Government and Agency guidance for protecting sensitive and proprietary information.
(End of clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 3	
2. AMENDMENT/MODIFICATION NO. P00001		3. EFFECTIVE DATE 11/23/2015		4. REQUISITION/PURCHASE REQ. NO.	
5. PROJECT NO. (If applicable)		6. ISSUED BY ICE/DCR		7. ADMINISTERED BY (If other than Item 6) ICE/DCR	
ICEDETENTION COMPLIANCE REMOVALS IMMIGRATION AND CUSTOMS ENFORCEMENT OFFICE OF ACQUISITION MANAGEMENT 801 I STREET NW (b)(6);(b)(7)(C) WASHINGTON DC 20536		ICEDETENTION COMPLIANCE REMOVALS IMMIGRATION AND CUSTOMS ENFORCEMENT OFFICE OF ACQUISITION MANAGEMENT 801 I STREET NW (b)(6);(b)(7)(C) WASHINGTON DC 20536			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) MCKINSEY COMPANY INC WASHINGTON DC 1200 19TH ST NW SUITE 1100 WASHINGTON DC 200362412		(x)		9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
		x		10A. MODIFICATION OF CONTRACT/ORDER NO. GS-10F-0118S HSCECR-16-F-00001	
				10B. DATED (SEE ITEM 13) 10/21/2015	
CODE 8252293180000		FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Decrease: -\$4,245,495.48
See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR 52.212-4 (1)

E. IMPORTANT: Contractor ☐ is not. ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

DUNS Number: 825229318

COR: (b)(6);(b)(7)(C) (202) 732-(b)(6);(b)(7)(C)

Alt. COR: (b)(6);(b)(7)(C) (202) 732-(b)(6);(b)(7)(C)

S (b)(6);(b)(7)(C)

Contracting Officer: (b)(6);(b)(7)(C) (202) 732-(b)(6);(b)(7)(C)

(b)(6);(b)(7)(C)

The purpose of the modification is to terminate this task order for the convenience of the Government and to deobligate all previously obligated funds in the amount of \$4,245,495.48.
Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6);(b)(7)(C)	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	16C. DATE SIGNED

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
GS-10F-0118S/HSCECR-16-F-00001/P00001PAGE OF
2 3

NAME OF OFFEROR OR CONTRACTOR

MCKINSEY COMPANY INC WASHINGTON DC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Exempt Action: Y</p> <p>LIST OF CHANGES:</p> <p>Reason for Modification : Terminate for Convenience (complete or partial)</p> <p>Total Amount for this Modification: (b)(4)</p> <p>New Total Amount for this Version: (b)(4)</p> <p>New Total Amount for this Award: \$(b)(4)</p> <p>Obligated Amount for this Modification: (b)(4)</p> <p>New Total Obligated Amount for this Award: (b)(4)</p> <p>CHANGES FOR LINE ITEM NUMBER: 1</p> <p>Quantity changed from 12 to 0</p> <p>Total Amount changed from (b)(4) to (b)(4)</p> <p>Obligated Amount for this modification: (b)(4)</p> <p>CHANGES FOR DELIVERY LOCATION: ICE/ERO</p> <p>Amount changed from \$(b)(4) to (b)(4)</p> <p>CHANGES FOR ACCOUNTING CODE:</p> <p>(b)(7)(E)</p> <p>Quantity changed from 12 to 0</p> <p>Amount changed from (b)(4) to (b)(4)</p> <p>Percent changed from 100 to 0</p> <p>CHANGES FOR LINE ITEM NUMBER: 2</p> <p>Total Amount changed from (b)(4) to (b)(4)</p> <p>Obligated Amount for this modification: (b)(4)</p> <p>CHANGES FOR ACCOUNTING CODE:</p> <p>(b)(7)(E)</p> <p>Amount changed from (b)(4) to (b)(4)</p> <p>Percent changed from 100 to 0</p> <p>CHANGES FOR LINE ITEM NUMBER: 3</p> <p>Total Amount changed from \$(b)(4) to (b)(4)</p> <p>Obligated Amount for this modification: (b)(4)</p> <p>CHANGES FOR ACCOUNTING CODE:</p> <p>(b)(7)(E)</p> <p>Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
GS-10F-0118S/HSCECR-16-F-00001/P00001PAGE OF
3 3

NAME OF OFFEROR OR CONTRACTOR

MCKINSEY COMPANY INC WASHINGTON DC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	(b)(7)(E) Amount changed from (b)(4) to (b)(4) Percent changed from 100 to 0 Delivery Location Code: ICE/ERO ICE ENFORCEMENT REMOVAL IMMIGRATION AND CUSTOMS ENFORCEMENT 801 I STREET NW (b)(6):(b)(7)(C) WASHINGTON DC 20536 Accounting Info: (b)(7)(E) Period of Performance: 10/23/2015 to 10/22/2016 Change Item 0001 to read as follows (amount shown is the total amount): 0001 Base Year Services (b)(4) 0.00 Change Item 0002 to read as follows (amount shown is the total amount): 0002 Base Year Travel 0.00 Not to Exceed (b)(4) and to be approved by the COR (SOW 11.0) Change Item 0003 to read as follows (amount shown is the total amount): 0003 Base Year Surge 0.00 Not to Exceed 20% of Line Item 0001 and to be approved by the COR				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. P00005		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. 192117EROLESA0018	
5. PROJECT NO. (If applicable)		6. ISSUED BY CODE ICE/DCR		7. ADMINISTERED BY (If other than Item 6) CODE	
ICE DETENTION COMPLIANCE REMOVALS IMMIGRATION AND CUSTOMS ENFORCEMENT OFFICE OF ACQUISITION MANAGEMENT 801 I STREET NW (b)(6);(b)(7)(C) WASHINGTON DC 20536					
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) MCKINSEY COMPANY INC WASHINGTON DC ATTN (b)(6);(b)(7)(C) 1200 19TH ST NW SUITE 1100 WASHINGTON DC 20036		(x)		9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
		x		10A. MODIFICATION OF CONTRACT/ORDER NO. GS-10F-0118S HSCECR-16-F-00004	
				10B. DATED (SEE ITEM 13) 03/14/2016	
CODE 8252293180000		FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$25,000.00
See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)
X	IAW FAR 52.217-9

E. IMPORTANT: Contractor ☐ is not. ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

DUNS Number: 825229318

COR: (b)(6);(b)(7)(C) (202) 732- (b)(6);(b)(7)(C)

Alt. COR: (b)(6);(b)(7)(C) (202) 732- (b)(6);(b)(7)(C)

Contracting Officer: (b)(6);(b)(7)(C) (202) 732- (b)(6);(b)(7)(C)

The purpose of this modification is to exercise Option Year I. The total amount of CLIN 2001, Option Year I, has been reduced from (b)(4) to (b)(4) in accordance with Vendor final quote dated December 12, 2016, for logical follow-on task order #HSCECR-17-F-00003, "Enforcement and Removal Operations Transformation 2.0."
Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) (b)(6);(b)(7)(C) Partner		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6);(b)(7)(C)	
15B. (b)(6);(b)(7)(C)	15C. DATE SIGNED 3/22/2017	16B. UNITED STATES OF AMERICA (b)(6);(b)(7)(C)	16C. DATE SIGNED

NSN
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

CONTINUATION SHEET

 REFERENCE NO. OF DOCUMENT BEING CONTINUED
 GS-10F-0118S/HSCECR-16-F-00004/P00005

 PAGE OF
 2 2

 NAME OF OFFEROR OR CONTRACTOR
 MCKINSEY COMPANY INC WASHINGTON DC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	All other terms and conditions remain unchanged. Exempt Action: N Sensitive Award: NONE Discount Terms: Net 30 Accounting Info: (b)(7)(E)				
20001	FOB: Destination Period of Performance: 03/21/2016 to 03/20/2018 Change Item 20001 to read as follows (amount shown is the total amount): OPTION PERIOD I CHANGE MANAGEMENT SERVICES PERIOD OF PERFORMANCE: 3/21/2017 - 3/20/2018 Funded amount: (b)(4)				263,551.81
20002	Change Item 20002 to read as follows (amount shown is the total amount): OPTION PERIOD I TRAVEL Amount: (b)(4) (Option Line Item) 04/20/2017				0.00

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. P00006		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO.	
6. ISSUED BY ICE/DCR		7. ADMINISTERED BY (If other than Item 6)		5. PROJECT NO. (If applicable)	
ICEDETENTION COMPLIANCE REMOVALS IMMIGRATION AND CUSTOMS ENFORCEMENT OFFICE OF ACQUISITION MANAGEMENT 801 I STREET NW (b)(6);(b)(7)(C) WASHINGTON DC 20536					
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) MCKINSEY COMPANY INC WASHINGTON DC ATTN (b)(6);(b)(7)(C) 1200 19TH ST NW SUITE 1100 WASHINGTON DC 20036		(x)		9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
		x		10A. MODIFICATION OF CONTRACT/ORDER NO. GS-10F-0118S HSCECR-16-F-00004	
				10B. DATED (SEE ITEM 13) 03/14/2016	
CODE 8252293180000		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule		Net Decrease:		-\$184,433.03	
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).				
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
X	D. OTHER (Specify type of modification and authority) Deobligation of funds				
E. IMPORTANT: Contractor <input type="checkbox"/> is not. <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)					
DUNS Number: 825229318					
COR: (b)(6);(b)(7)(C) (202) 732-(b)(6);(b)(7)(C)					
Alt. COR: (b)(6);(b)(7)(C) (202) 732-(b)(6);(b)(7)(C)					
Contracting Officer: (b)(6);(b)(7)(C) (202) 732-(b)(6);(b)(7)(C)					
The purpose of this modification is to deobligate funds from CLINs 1001 and 1002 in the amount of (b)(4)					
All other terms and conditions remain unchanged.					
Continued ...					
Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print) (b)(6);(b)(7)(C)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6);(b)(7)(C)			
15B. CONTRACTOR/OFFEROR (b)(6);(b)(7)(C) (Signature)		15C. DATE SIGNED 12/13/17		16B. UNITED STATES OF AMERICA (b)(6);(b)(7)(C) (Signature of Contracting Officer)	
				16C. DATE SIGNED	

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED GS-10F-0118S/HSCECR-16-F-00004/P00006	PAGE	OF
		2	2

NAME OF OFFEROR OR CONTRACTOR

MCKINSEY COMPANY INC WASHINGTON DC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Exempt Action: N Sensitive Award: NONE Delivery: 30 Days After Award Discount Terms: Net 30 Delivery Location Code: ICE/ERO ICE ENFORCEMENT REMOVAL IMMIGRATION AND CUSTOMS ENFORCEMENT 801 I STREET NW (b)(6);(b)(7)(C) WASHINGTON DC 20536 Accounting Info: (b)(7)(E) FOB: Destination Period of Performance: 03/21/2016 to 03/20/2018 Change Item 10001 to read as follows (amount shown is the total amount): 10001 BASE PERIOD CHANGE MANAGEMENT SERVICES 3,517,031.57 Change Item 10002 to read as follows (amount shown is the total amount): 10002 BASE PERIOD TRAVEL 48,614.97				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. P00008	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 192118EROLESA0041	5. PROJECT NO. (If applicable)	
6. ISSUED BY ICEDETENTION COMPLIANCE REMOVALS IMMIGRATION AND CUSTOMS ENFORCEMENT OFFICE OF ACQUISITION MANAGEMENT 801 I STREET NW (b)(6);(b)(7)(C) WASHINGTON DC 20536	CODE ICE/DCR	7. ADMINISTERED BY (If other than Item 6)	CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) MCKINSEY COMPANY INC WASHINGTON DC ATTN (b)(6);(b)(7)(C) 1200 19TH ST NW SUITE 1100 WASHINGTON DC 20036		(x)	9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
		x	10A. MODIFICATION OF CONTRACT/ORDER NO. GS-10F-0118S HSCECR-16-F-00004	
			10B. DATED (SEE ITEM 13) 03/14/2016	
CODE 8252293180000	FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Decrease: -\$25,000.00
See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR 4.804

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

DUNS Number: 825229318

COR: (b)(6);(b)(7)(C) (202) 732-(b)(6);(b)(7)(C)

Alt. COR: (b)(6);(b)(7)(C), (202) 732-(b)(6);(b)(7)(C)

Contracting Officer: (b)(6);(b)(7)(C) (202) 732-(b)(6);(b)(7)(C)

The purpose of this modification is to close out this task order and deobligate the remaining funds in accordance with the closeout procedures of FAR 4.804. All deliverables have been received and all invoices have been paid. With this closeout modification, the contractor hereby releases the Government from any and all liability under this award.

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6);(b)(7)(C)	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA (b)(6);(b)(7)(C)	16C. DATE SIGNED May 30, 2018

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED GS-10F-0118S/HSCECR-16-F-00004/P00008	PAGE	OF
		2	2

NAME OF OFFEROR OR CONTRACTOR

MCKINSEY COMPANY INC WASHINGTON DC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Funds are deobligated in the amount of \$25,000.</p> <p>All other terms and conditions remain unchanged.</p> <p>Exempt Action: N Sensitive Award: NONE</p> <p>Discount Terms:</p> <p>Net 30</p> <p>Accounting Info:</p> <p>(b)(7)(E)</p> <p>FOB: Destination</p> <p>Period of Performance: 03/21/2016 to 03/27/2018</p> <p>Change Item 20001 to read as follows (amount shown is the total amount):</p>				
20001	OPTION PERIOD I CHANGE MANAGEMENT SERVICES				238,551.81

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 3	
2. AMENDMENT/MODIFICATION NO. P00007		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO.	
6. ISSUED BY ICE/DCR		7. ADMINISTERED BY (If other than Item 6)		5. PROJECT NO. (If applicable)	
ICEDETENTION COMPLIANCE REMOVALS IMMIGRATION AND CUSTOMS ENFORCEMENT OFFICE OF ACQUISITION MANAGEMENT 801 I STREET NW (b)(6);(b)(7)(C) WASHINGTON DC 20536					
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) MCKINSEY COMPANY INC WASHINGTON DC ATTN (b)(6);(b)(7)(C) 1200 19TH ST NW SUITE 1100 WASHINGTON DC 20036		(x)		9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
		x		10A. MODIFICATION OF CONTRACT/ORDER NO. GS-10F-0118S HSCECR-16-F-00004	
				10B. DATED (SEE ITEM 13) 03/14/2016	
CODE 8252293180000		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule					
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).				
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
X	D. OTHER (Specify type of modification and authority) FAR 43.103(b)				
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not. <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)					
DUNS Number: 825229318					
COR: (b)(6);(b)(7)(C) (202) 732-(b)(6);(b)(7)(C)					
Alt. COR: (b)(6);(b)(7)(C) (202) 732-(b)(6);(b)(7)(C)					
Contracting Officer: (b)(6);(b)(7)(C) (202) 732-(b)(6);(b)(7)(C)					
The purpose of this modification is to extend the period of performance of CLINs 2001, 2002, 2003, 3001, 3002, and 3003 at no additional cost to the Government. The period of performance for these CLINs is as follows:					
CLIN 2001: 3/21/2017 - 3/27/2018					
CLIN 2002: 3/21/2017 - 3/27/2018					
Continued ...					
Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6);(b)(7)(C)			
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA (b)(6);(b)(7)(C) (Signature of Contracting Officer)	
				16C. DATE SIGNED March 20, 2018	

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
GS-10F-0118S/HSCECR-16-F-00004/P00007PAGE OF
2 3

NAME OF OFFEROR OR CONTRACTOR

MCKINSEY COMPANY INC WASHINGTON DC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	CLIN 2003: 3/21/2017 - 3/27/2018 CLIN 3001: 3/28/2018 - 3/20/2019 CLIN 3002: 3/28/2018 - 3/20/2019 CLIN 3003: 3/28/2018 - 3/20/2019 All other terms and conditions remain unchanged. Exempt Action: N Sensitive Award: NONE Discount Terms: Net 30 Accounting Info: (b)(7)(E) FOB: Destination Period of Performance: 03/21/2016 to 03/27/2018 Change Item 20001 to read as follows (amount shown is the total amount): 20001 OPTION PERIOD I CHANGE MANAGEMENT SERVICES 263,551.81 PERIOD OF PERFORMANCE: 3/21/2017 - 3/27/2018 Funded amount: (b)(4) Change Item 20002 to read as follows (amount shown is the total amount): 20002 OPTION PERIOD I TRAVEL 0.00 Amount: (b)(4) (Option Line Item) 04/20/2017 Change Item 20003 to read as follows (amount shown is the total amount): 20003 OPTION PERIOD I SURGE SERVICES 0.00 Amount: (b)(4) (Option Line Item) 02/20/2017 Change Item 30001 to read as follows (amount shown is the total amount): 30001 OPTION PERIOD II CHANGE MANAGEMENT SERVICES 0.00 Amount: (b)(4) (Option Line Item) 02/20/2018 Continued ...				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
GS-10F-0118S/HSCECR-16-F-00004/P00007PAGE OF
3 3

NAME OF OFFEROR OR CONTRACTOR

MCKINSEY COMPANY INC WASHINGTON DC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Change Item 30002 to read as follows (amount shown is the total amount):				
30002	OPTION PERIOD II TRAVEL Amount: (b)(4) (Option Line Item) 02/20/2018				0.00
	Change Item 30003 to read as follows (amount shown is the total amount):				
30003	OPTION PERIOD II SURGE SERVICES Amount: (b)(4) (Option Line Item) 02/20/2018				0.00

Performance Work Statement
ICE ERO Change Management Services
March 31, 2016

1. BACKGROUND

ICE ERO has a broad role across the U.S. national and homeland security landscape. Its diverse mission includes identifying and arresting aliens who present a national security, border security, or public safety risk. ERO is also responsible for pursuing and arresting alien fugitives, housing and providing for the medical care of as many as 35,000 detainees, caring for tens of thousands of unaccompanied minors during transportation, and repatriating aliens ordered removed to their country of origin. ERO manages a large geographic footprint across the continental United States and 12 overseas locations, and coordinates with multiple federal agencies, as well as state and local law enforcement. Across all these missions, ERO must navigate a complex political terrain, changing immigration policies, and the scrutiny of internal federal government partners, state and local government and law enforcement stakeholders, and private sector advocates.

ERO is under pressure to meet an evolving set of competing demands, assuming a wider law enforcement role and more highly-specialized focus areas (e.g., fugitive operations), with no let-up in current mission requirements. In the face of these challenges, ERO has begun making substantial changes to its operations and business practices, including actions on immigration policy, information technology, a single career path, and business process reengineering initiatives.

2. OBJECTIVES

ERO wishes to take a fresh look at the organization's vision and strategy, fundamentally transforming the way the organization operates while boosting employee engagement and morale. Specifically, ERO has six objectives for this effort:

1. Complete a full assessment of ERO's organization and identify critical areas for improvement in regards to ERO's workforce, organizational structure, operating model, information technology, and other relevant areas.
2. Make actionable recommendations for ERO to make tangible improvements in critical areas identified.
3. Recommend performance metrics to measure outcomes for this transformational effort and achievable goals to define successful outcomes.
4. Provide consulting services, as requested by ERO, through the period of performance for the purpose of evaluating the effectiveness of recommendations made by the contractor and implementation efforts by ERO.
5. Update and refine ERO's comprehensive vision and strategy by integrating existing and anticipated initiatives regarding immigration policy, DHS civil immigration enforcement priorities, workforce changes, operational ties with partner immigration agencies, data synchronization issues across agencies, existing information technology initiatives, and other major business process reengineering initiatives underway.
6. Provide strategies for ERO to communicate and implement the updated and refined vision and strategy throughout the organization and all key stakeholders.

3. SCOPE

The scope of this PWS primarily involves the creation of a unifying strategic vision that will identify opportunities for profound change and improvement and that will guide the implementation of existing and evolving efforts. The Contractor shall provide ERO with innovative strategic consulting services to guide ICE in fundamentally changing the way ERO defines and communicates its vision, strategy, goals and objectives for the future. This task order will include assisting ERO with a strategy to hire, train, and fully develop a workforce consistent with the vision; and implementing the vision, strategy, goals, and objectives throughout ERO's organization.

This transformation includes change management practices that coordinate and leverage existing related initiatives. This scope includes managing foreseen and unforeseen challenges, providing effective oversight and guidance to all ongoing elements of transformation, and establishing and tracking performance of all activities against metrics for success.

4. PERIOD OF PERFORMANCE

Base Period: March 21, 2016 – March 20, 2017
Option Period I: March 21, 2017 – March 20, 2018
Option Period II: March 21, 2018 – March 20, 2019
Option Period III: March 21, 2020 – September 20, 2020

5. TASKS AND DELIVERABLES

Task 1 (Aspire): Update and refine mission and vision, and recommend performance metrics (Objectives 3 and 5)

The contractor will update and refine ERO's comprehensive vision and strategy by integrating existing and anticipated initiatives (Objective 5). The contractor will also recommend performance metrics for the transformation (Objective 3). Key activities include:

- Review and analyze existing personnel, processes, tools and infrastructure used to accomplish ERO missions
- Identify impacted ERO, ICE, DHS, and external stakeholders
- Update and refine, with assistance from ICE stakeholders, a feasible, focused, and flexible vision for ERO consistent with its new mission and operational needs
- Recommend performance metrics to measure outcomes for transformational effort

Deliverables:

- Kickoff meeting
- Project plan
- Updated and refined vision and strategy
- Performance metrics

Task 2 (Assess/Architect): Complete a full assessment of ERO's organization, identify critical areas for improvement, and develop actionable recommendations (Objectives 1 and 2)

The contractor will complete a full assessment of ERO's organization and identify critical areas for improvement in regards to ERO's workforce, organizational structure, operating model, information technology, and other relevant areas (Objective 1). Each of the areas for gap assessment will result in tangible improvement opportunities and actionable recommendations for organizational transformation (Objective 2). Key activities include:

- Examine any current ERO operational workforce analyses, and develop an ERO-wide staffing model
- Assess and determine additional ERO workforce skill requirements
- Develop workforce training and professional development opportunities
- Develop a career progression strategy
- Develop personnel and HR processes for hiring, building, and supporting a stellar workforce
- Assess ERO's organizational structure and other ICE program office management to identify potential gaps in mission-essential and mission-supporting activities
- Provide recommendations concerning restructuring ERO programs and other ICE program office management to align with the organization's vision, strategy, goals and objectives
- Assess the operating model ERO uses to identify aliens that present a public safety/national security risk
- Provide recommendations concerning restructuring ERO operating model, including programs and other ICE program office management to align with the organization's vision, strategy, goals and objectives
- Assess ERO's data management and data sharing practices
- Develop recommendations to ensure the right data and analysis is available to those who need it for enhancing core mission performance and meeting internal and external reporting requirements

Deliverables:

- A full assessment of ERO's workforce, organizational structure, operating model and IT
- Actionable recommendations to improve the effectiveness and efficiency of ERO's workforce, organizational structure, operating model and IT
- Further updated and refined vision and strategy

Task 3 (Act and Advance): Communicate, implement, and evaluate effectiveness of refined strategy and vision (Objectives 4 and 6)

The contractor will provide strategies for ERO to communicate and implement the updated and refined vision and strategy throughout the organization and all key stakeholders (Objective 6). As part of this process, the contractor will also continue to support ERO in evaluating the effectiveness of recommendations and implementation efforts by ERO (Objective 4). Key activities include:

- Launch quick wins

- Develop the high-level implementation strategy
- Prioritize and sequence the key initiatives (timelines and milestones)
- Identify resource needs
- Refine metrics and tools to measure progress
- Create communications plans to articulate and share ERO's vision, goals, and plans with stakeholders
- Engage internal and external stakeholders to ensure awareness and support of vision and transformation
- Develop communications tools and products to articulate rationale for change and role of stakeholders in effecting change
- Codify the work performed
- Perform ongoing evaluation activities

Deliverables:

- Strategies to communicate and implement transformation
- Periodic effectiveness evaluations (one during base period and approx. every 3 months during option periods)

6. DELIVERABLE SCHEDULE

No.	Deliverable	Delivery Date
BASE PERIOD – TASK 1		
1.	Kickoff Meeting	3/25/16
2.	Project Plan	4/1/16
3.	Updated and refined vision and strategy (Obj 5)	5/13/16
4.	Performance metrics (Obj 3)	5/13/16
BASE PERIOD – TASK 2		
5.	Full assessment of ERO organization (Obj 1)	9/2/16
6.	Actionable recommendations (Obj 2)	10/28/16
7.	Updated and refined vision and strategy (Obj 5)	10/28/16
BASE PERIOD – TASK 3		
8.	Strategies to communicate and implement transformation (Obj 6)	12/23/16
9.	Effectiveness evaluation (Obj 4)	3/17/17
OPTION PERIOD I		
1.	Effectiveness evaluation (Obj 4)	6/16/17
2.	Effectiveness evaluation (Obj 4)	9/15/17
3.	Effectiveness evaluation (Obj 4)	12/15/17
4.	Effectiveness evaluation (Obj 4)	3/16/18
OPTION PERIOD II		
1.	Effectiveness evaluation (Obj 4)	6/15/18
2.	Effectiveness evaluation (Obj 4)	9/14/18
3.	Effectiveness evaluation (Obj 4)	12/14/18
4.	Effectiveness evaluation (Obj 4)	3/15/19
OPTION PERIOD III		
1.	Effectiveness evaluation (Obj 4)	6/14/19
2.	Effectiveness evaluation (Obj 4)	9/13/19
Bi-weekly progress meetings will occur throughout base and option periods		

Quality Assurance Surveillance Plan
ICE ERO Change Management Services
March 31, 2016

1. INTRODUCTION

This Quality Assurance Surveillance Plan has been developed to evaluate Contractor performance while implementing the Performance Work Statement (PWS). It is designed to provide an effective surveillance method for monitoring and evaluating the Contractor's performance for the requirements listed in the PWS.

The Contractor, and not the Government, is responsible for management and quality control actions to meet the terms of the contract. The role of the Government is quality assurance to ensure contract standards are achieved. In this contract, the quality control program is the driver for service quality. The Contractor is required to develop a comprehensive program of inspections and monitoring actions. The major step to ensuring a "self-correcting" contract is to ensure that the quality control program approved after contract award provides the measures needed to lead the Contractor to success. Once the quality control program is approved, careful application of the process and standards presented in the remainder of this document will ensure a quality program.

2. OBJECTIVE

This plan provides a quality surveillance strategy for DHS ICE ERO Change Management Services. The primary intent of the plan is to provide a basis for the Contracting Officer's Representative (COR) evaluation of performance quality. Oversight of Contractor performance will assure quality performance. The plan will also afford the COR and Contracting Officer (CO) a productive mechanism to preclude major deficiencies in performance, provide input for annual contractor past performance evaluations, and make the determination for exercising of contract options.

3. PERFORMANCE INDICATORS (MEASURES). Surveillance of contractor performance will be performed by the appointed COR and the CO based on the surveillance methodologies identified in the Performance Requirements Summary (PRS). The following primary task areas of the contract will be the basis from which all surveillance will originate:

- 3.1 Kickoff meeting
- 3.2 Project plan
- 3.3 Updated and refined ERO vision and strategy development
- 3.4 Performance metric development for ICE ERO transformation
- 3.5 Full assessment of ERO organization
- 3.6 Actionable recommendations for ERO transformation
- 3.7 Strategies to communicate and implement ERO transformation
- 3.8 Effectiveness evaluations of ERO transformation

4. EVALUATION METHODS

The COR efforts will primarily be based on verification and monitoring of the Contractor's performance. For each deliverable outlined in Section 5, the COR will work with ERO Project Leadership to complete the "Quality Assurance Monitoring Form" (see Appendix A). This form provides a record of acceptable performance and ensures that McKinsey has met the stated objectives and/or performance standards, including cost, technical, and scheduling objectives. The COR and McKinsey's Contract Manager will retain a copy of all completed QA surveillance forms.

5. PERFORMANCE REQUIREMENT SUMMARY

The absence of any contract requirement from the PRS shall not detract from its enforceability or limit the rights or remedies of the government under any other provision of the contract.

DHS ICE ERO CHANGE MANAGEMENT SERVICES PERFORMANCE REQUIREMENTS SUMMARY (PRS)

Work to be Performed / Source of Information	Performance Standards	Acceptable Quality Levels	Delivery Date	Methods of Surveillance
Kickoff Meeting	Held within the stated timeframe Objectives for meeting outlined and met	100%	3/25/2016	Participation and direct verbal and written feedback
Project Plan	Delivered within the stated timeframe Outlines key milestones and objectives and roles / responsibilities	100%	4/1/2016	100% Inspection – The ERO COR shall review using the Quality Assurance Monitoring Form
Updated and refined vision and strategy	Delivered within the stated timeframe Contain agreed-upon elements	100%	5/13/2016	100% Inspection – The ERO COR shall review using the Quality Assurance Monitoring Form
Performance metrics	Delivered within the stated timeframe Contains agreed-upon elements	100%	5/13/2016	100% Inspection – The ERO COR shall review using the Quality Assurance Monitoring Form
Full assessment of ERO organization	Delivered within the stated timeframe Contain agreed-upon elements	100%	9/2/2016	100% Inspection – The ERO COR shall review using the Quality Assurance Monitoring Form
Actionable recommendations	Delivered within the stated timeframe	100%	10/28/2016	100% Inspection – The ERO COR shall review using the Quality

Work to be Performed / Source of Information	Performance Standards	Acceptable Quality Levels	Delivery Date	Methods of Surveillance
	Contain agreed-upon elements			Assurance Monitoring Form
Updated and refined vision and strategy	Delivered within the stated timeframe Contain agreed-upon elements	100%	10/28/2016	100% Inspection – The ERO COR shall review using the Quality Assurance Monitoring Form
Strategies to communicate and implement transformation	Delivered within the stated timeframe Contain agreed-upon elements	100%	12/23/2016	100% Inspection – The ERO COR shall review using the Quality Assurance Monitoring Form
Effectiveness evaluation	Delivered within the stated timeframe Contain agreed upon elements	100%	3/17/2017	100% Inspection – The ERO COR shall review using the Quality Assurance Monitoring Form

If the deliverable is unacceptable, McKinsey will be allowed two business weeks to redress any identified shortcomings in performance at no cost to ERO.

The COR will coordinate and communicate with the McKinsey Project Manager and Contract Manager to resolve issues and concerns regarding marginal or unacceptable performance. The COR and Contractor shall jointly formulate tactical and long-term courses of action. Decisions regarding any changes to metrics, thresholds, or service levels will be clearly documented. Changes to service levels, procedures, and metrics will be incorporated as a contract modification when necessary.

APPENDIX A: QUALITY ASSURANCE MONITORING FORM

DELIVERABLE: _____

SURVEILLANCE METHOD: 100% Inspection

LEVEL OF SURVEILLANCE: Per Deliverable

ANALYSIS OF RESULTS:

Performance standard	Quality level
The deliverables and the related interactions between McKinsey and ERO personnel have been high quality and delivered within the timeframes outlined in the QASP.	<input type="checkbox"/> Meets Standards <input type="checkbox"/> Does not meet Standards

Comments: _____

PREPARED BY: _____ **DATE:** _____

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <small>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</small>				1. REQUISITION NUMBER 192116FHQMSDCM194		PAGE OF 1 20	
2. CONTRACT NO. GS-10F-0118S		3. AWARD/ EFFECTIVE DATE		4. ORDER NUMBER HSCECR-16-F-00004		5. SOLICITATION NUMBER	
6. SOLICITATION ISSUE DATE							
7. FOR SOLICITATION INFORMATION CALL:		a. NAME (b)(6);(b)(7)(C)		b. TELEPHONE NUMBER (No collect calls) 202-732-(b)(6);(C)		8. OFFER DUE DATE/LOCAL TIME	
9. ISSUED BY ICEDETENTION COMPLIANCE REMOVALS IMMIGRATION AND CUSTOMS ENFORCEMENT OFFICE OF ACQUISITION MANAGEMENT 801 I STREET NW (b)(6);(b)(7)(C) WASHINGTON DC 20536		CODE ICE/DCR		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS <input type="checkbox"/> (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A)		13b. RATING	
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS Net 30		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO ICE ENFORCEMENT REMOVAL IMMIGRATION AND CUSTOMS ENFORCEMENT 801 I STREET NW (b)(6);(b)(7)(C) WASHINGTON DC 20536		CODE ICE/ERO		16. ADMINISTERED BY ICEDETENTION COMPLIANCE REMOVALS IMMIGRATION AND CUSTOMS ENFORCEMENT OFFICE OF ACQUISITION MANAGEMENT 801 I STREET NW (b)(6);(b)(7)(C) WASHINGTON DC 20536		CODE ICE/DCR	
17a. CONTRACTOR/OFFEROR MCKINSEY COMPANY INC WASHINGTON DC ATTN (b)(6);(b)(7)(C) 1200 19TH ST NW SUITE 1100 WASHINGTON DC 20036		CODE 8252293180000 FACILITY CODE		18a. PAYMENT WILL BE MADE BY DHS ICE BURLINGTON FINANCE CENTER PO BOX 1620 ATTN ICE-OCFO-OFM-DFC WILLISTON VT 05495-1620		CODE ICE-OCFO-OFM-DFC	
TELEPHONE NO. 2026623338		17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	DUNS Number: 825229318 COR: (b)(6);(b)(7)(C) 202) 732-(b)(6);(C) (b)(6);(b)(7)(C) Alt. COR: (b)(6);(b)(7)(C) 202) 732-(b)(6);(C) (b)(6);(b)(7)(C) Contracting Officer: (b)(6);(b)(7)(C) 202) 732-(b)(6);(b)(C) (b)(6);(b)(7)(C) This order establishes the Task Order entitled, (Use Reverse and/or Attach Additional Sheets as Necessary)						
25. ACCOUNTING AND APPROPRIATION DATA See schedule						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$4,245,495.48	
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.							
27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.						29. AWARD OF CONTRACT: _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:	
30a. SIGNATURE OF OFFEROR/CONTRACTOR (b)(6);(b)(7)(C)				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) (b)(6);(b)(7)(C)			
30b. NAME AND TITLE OF SIGNER (Type or print) (b)(6);(b)(7)(C) Director				30c. DATE SIGNED 3/16/14		31b. NAME OF CONTRACTING OFFICER (Type or print) (b)(6);(b)(7)(C)	
				31c. DATE SIGNED			

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Prescribed by GSA - FAR (48 CFR) 53.212

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<p>"Enforcement and Removal Operations Change Management Services" between Immigration and Customs Enforcement and McKinsey & Company, Inc. Washington DC, to provide integrated consulting services.</p> <p>Services shall be provided in accordance with the draft Performance Work Statement and Quality Assurance Surveillance Plan contained in the Vendor's quote dated January 8, 2016, which are hereby incorporated by reference.</p> <p>This order is placed against the Vendor's GSA Schedule Contract # GS-10F-0118S and is subject to the terms and conditions of the GSA Schedule contract and the terms and conditions attached to this order.</p> <p>Exempt Action: N</p> <p>Delivery: 30 Days After Award</p> <p>Accounting Info:</p> <div style="border: 1px solid black; padding: 2px;">(b)(7)(E)</div> <p>Period of Performance: 03/21/2016 to 03/20/2017</p>				
10001	BASE PERIOD CHANGE MANAGEMENT SERVICES				3,517,079.57
10002	BASE PERIOD TRAVEL				25,000.00
	Continued ...				

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY		
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY (Print)		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		42b. RECEIVED AT (Location)		
41c. DATE		42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
GS-10F-0118S/HSCECR-16-F-00004PAGE OF
3 20

NAME OF OFFEROR OR CONTRACTOR

MCKINSEY COMPANY INC WASHINGTON DC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
10003	BASE PERIOD SURGE SERVICES				703,415.91
20001	OPTION PERIOD I CHANGE MANAGEMENT SERVICES Amount: (b)(4) (Option Line Item) 02/20/2017				0.00
20002	OPTION PERIOD I TRAVEL Amount: (b)(4) (Option Line Item) 02/20/2017				0.00
20003	OPTION PERIOD I SURGE SERVICES Amount: (b)(4) (Option Line Item) 02/20/2017				0.00
30001	OPTION PERIOD II CHANGE MANAGEMENT SERVICES Amount: (b)(4) (Option Line Item) 02/20/2018				0.00
30002	OPTION PERIOD II TRAVEL Amount: (b)(4) (Option Line Item) 02/20/2018				0.00
30003	OPTION PERIOD II SURGE SERVICES Amount: (b)(4) (Option Line Item) 02/20/2018				0.00
40001	OPTION PERIOD III CHANGE MANAGEMENT SERVICES Amount: (b)(4) (Option Line Item) 02/20/2019				0.00
40002	OPTION PERIOD III TRAVEL Amount: (b)(4) (Option Line Item) 02/20/2019				0.00
40003	OPTION PERIOD III SURGE SERVICES Amount: (b)(4) (Option Line Item) Continued ...				0.00

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
GS-10F-0118S/HSCECR-16-F-00004PAGE OF
4 20

NAME OF OFFEROR OR CONTRACTOR

MCKINSEY COMPANY INC WASHINGTON DC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>02/20/2019</p> <p>INVOICE PAYMENT:</p> <p>INVOICES MAY NOT BE SUBMITTED IN ADVANCE AND PARTIAL INVOICES WILL NOT BE ACCEPTED. PLEASE ENSURE THE FOLLOWING INSTRUCTIONS ARE FOLLOWED TO AVOID PAYMENT DELAYS DUE TO REJECTED INVOICES.</p> <p>The Burlington Finance Center now handles both payment submission and payment processing. The BFC customer support number for payment inquiries is: 1-866-233-1915, Option # 3</p> <p>Contractors please use these procedures when you submit an invoice for all acquisitions emanating from ICE/OAQ and pertain to all invoices submitted.</p> <p>1. Invoices shall now be submitted via one of the following three methods:</p> <p>a. By mail: DHS, ICE, Burlington Finance Center P.O. Box 1620 Attn: ICE/ERO/FHQ/RMD Willinston, VT 05495-1620</p> <p>or</p> <p>b. By facsimile (fax) at: 802-288-7658 (include a cover sheet with point of contact & # of pages)</p> <p>c. By e-mail at: Invoice.Consolidation@dhs.gov Invoices submitted by other than these three methods will be returned.</p> <p>The Burlington Finance Center (BFC) handles both payment submission and payment processing. The BFC customer support number for payment inquiries is: 1-866-233-1915, Option # 3.</p> <p>1. Contractor Taxpayer Identification Number (TIN) must be registered in the Central Contractor Registration (http://www.ccr.gov) prior to award and shall be notated on every invoice submitted to ICE/OAQ to ensure prompt payment provisions are met. The ICE program Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
GS-10F-0118S/HSCECR-16-F-00004PAGE OF
5 20

NAME OF OFFEROR OR CONTRACTOR

MCKINSEY COMPANY INC WASHINGTON DC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>office identified in the delivery order/contract shall also be notated on every invoice.</p> <p>2. In accordance with Contract Clauses, FAR 52.212-4 (g)(1), Contract Terms and Conditions, Commercial Items, the information required with each invoice submission is as follows:</p> <p>An invoice must include:</p> <p>(i) Name and address of the Contractor;</p> <p>(ii) Invoice date and number;</p> <p>(iii) Contract number, CONTRACT LINE ITEM NUMBER (CLIN) and, if applicable, the order number;</p> <p>(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;</p> <p>(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;</p> <p>(vi) Terms of any discount for prompt payment offered;</p> <p>(vii) Name and address of official to whom payment is to be sent;</p> <p>(viii) Name, title, and phone number of person to notify in event of defective invoice; and</p> <p>(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract. (See paragraph 1 above.)</p> <p>(x) Electronic funds transfer (EFT) banking information.</p> <p>(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.</p> <p>(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer; Central Contractor Registration by Electronic Funds Transfer; Other Than Central Contractor Registration), or applicable agency procedures.</p> <p>(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.</p> <p>Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
GS-10F-0118S/HSCECR-16-F-00004

PAGE OF
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NAME OF OFFEROR OR CONTRACTOR

MCKINSEY COMPANY INC WASHINGTON DC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Invoices without the above information may be returned for resubmission.</p> <p>Receiving Officer/COTR/Program Office POC: Each Program Office is responsible for acceptance and receipt of goods and/or services. Upon receipt of goods/services, complete the applicable FFMS reports or BFC will not process the payment.</p> <p>The total amount of award: \$5,933,970.50. The obligation for this award is shown in box 26.</p>				

ADDITIONAL CLAUSES

FEDERAL SUPPLY SCHEDULE (FSS) RFQ INTRODUCTORY LANGUAGE

All clauses and provisions from the Federal Acquisition Regulation (FAR) and General Services Administration Regulation (GSAR) from the applicable FSC Group of the Multiple Award Schedule and Federal Supply Schedule Program, and the specific GSA Schedule contract that will be referenced on the Standard Form 1449, Block 2, are hereby incorporated by reference.

The full text of any FAR, DHS and GSA clauses which are incorporated by reference may be obtained at the following URLs:

FAR: <http://www.acqnet.gov/FAR/>

DHS: <http://farsite.hill.af.mil/VFHSAR1.htm>

GSAM: <http://www.acquisition.gov/GSAM/gsam.html>

NOTICE LISTING CLAUSES INCORPORATED BY REFERENCE

The following clauses are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at "FAR 52.252-2, Clauses Incorporated by Reference" contained in the basic contract and "A.2 FSS RFQ Introductory Language" contained in this document. The foregoing clauses contain the Internet address for electronic access to the full text of a clause.

DHS Clauses/Provisions

3052.203-70	Instructions for Contractor Disclosure of Violations (Sept 2012)
3052.222-70	Strikes or Picketing Affecting Timely Completion of the Contract Work (Dec 2003)
3052.222-71	Strikes or Picketing Affecting Access to a DHS Facility (Dec 2003)
3052.228-70	Insurance (Dec 2003)
3052.242-71	Dissemination of Contract Information (Dec 2003)
3052.242-72	Contracting Officer's Technical Representative (Dec 2003)
3052.245-70	Government Property Reports [Deviation] (Aug 2008)

FAR Clauses

52.203-6	Restrictions on Subcontractors Sales to the Government (Sept 2006)
52.203-16	Preventing Personal Conflicts of Interest (Dec 2011)
52.204-9	Personal Identity Verification of Contractor Personnel (Jan 2011)
52.245-1	Government Property (Jun 2007)
52.245-9	Use and Charges (Apr 2012)

FAR 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a firm fixed price task order with supplemental time and materials line items.

(End of clause)

FAR 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the period of performance of the Task Order.

(End of clause)

FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor **within sixty days prior to the end of the contract period**; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least **thirty days** before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed three years and six months.

(End of Clause)

FAR 52.224-1 -- PRIVACY ACT NOTIFICATION (APR 1984)

The Contractor will be required to design, develop, or operate a system of records on individuals, to accomplish an agency function subject to the Privacy Act of 1974, Public Law 93-579, December 31, 1974 (5 U.S.C.552a) and applicable agency regulations. Violation of the Act may involve the imposition of criminal penalties.

(End of clause)

FAR 52.224-2 -- PRIVACY ACT (APR 1984)

(a) The Contractor agrees to --

(1) Comply with the Privacy Act of 1974 (the Act) and the agency rules and regulations issued under the Act in the design, development, or operation of any system of records on individuals to accomplish an agency function when the contract specifically identifies --

(i) The systems of records; and

(ii) The design, development, or operation work that the contractor is to perform;

(2) Include the Privacy Act notification contained in this contract in every solicitation and resulting subcontract and in every subcontract awarded without a solicitation, when the work statement in the proposed subcontract requires the redesign, development, or operation of a system of records on individuals that is subject to the Act; and

(3) Include this clause, including this subparagraph (3), in all subcontracts awarded under this contract which requires the design, development, or operation of such a system of records.

(b) In the event of violations of the Act, a civil action may be brought against the agency involved when the violation concerns the design, development, or operation of a system of records on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees of the agency when the

violation concerns the operation of a system of records on individuals to accomplish an agency function. For purposes of the Act, when the contract is for the operation of a system of records on individuals to accomplish an agency function, the Contractor is considered to be an employee of the agency.

(c)

(1) "Operation of a system of records," as used in this clause, means performance of any of the activities associated with maintaining the system of records, including the collection, use, and dissemination of records.

(2) "Record," as used in this clause, means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and that contains the person's name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a fingerprint or voiceprint or a photograph.

(3) "System of records on individuals," as used in this clause, means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.

(End of clause)

HSAR 3052.204-71 CONTRACTOR EMPLOYEE ACCESS (SEP 2012)

(a) *Sensitive Information*, as used in this clause, means any information, which if lost, misused, disclosed, or, without authorization is accessed, or modified, could adversely affect the national or homeland security interest, the conduct of Federal programs, or the privacy to which individuals are entitled under section 552a of title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense, homeland security or foreign policy. This definition includes the following categories of information:

(1) Protected Critical Infrastructure Information (PCII) as set out in the Critical Infrastructure Information Act of 2002 (Title II, Subtitle B, of the Homeland Security Act, Public Law 107-296, 196 Stat. 2135), as amended, the implementing regulations thereto (Title 6, Code of Federal Regulations, Part 29) as amended, the applicable PCII Procedures Manual, as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the PCII Program Manager or his/her designee);

(2) Sensitive Security Information (SSI), as defined in Title 49, Code of Federal Regulations, Part 1520, as amended, "Policies and Procedures of Safeguarding and Control of SSI," as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the Assistant Secretary for the Transportation Security Administration or his/her designee);

(3) Information designated as "For Official Use Only," which is unclassified information of a sensitive nature and the unauthorized disclosure of which could adversely impact a person's privacy or welfare, the conduct of Federal programs, or other programs or operations essential to the national or homeland security interest; and

(4) Any information that is designated "sensitive" or subject to other controls, safeguards or protections in accordance with subsequently adopted homeland security information handling procedures.

(b) "Information Technology Resources" include, but are not limited to, computer equipment, networking equipment, telecommunications equipment, cabling, network drives, computer drives, network software, computer software, software programs, intranet sites, and internet sites.

(c) Contractor employees working on this contract must complete such forms as may be necessary for security or other reasons, including the conduct of background investigations to determine suitability. Completed forms shall be submitted as directed by the Contracting Officer. Upon the Contracting Officer's request, the Contractor's employees shall be fingerprinted, or subject to other investigations as required. All Contractor employees requiring recurring access to Government facilities or access to sensitive information or IT resources are required to have a favorably adjudicated background investigation prior to commencing work on this contract unless this requirement is waived under Departmental procedures.

(d) The Contracting Officer may require the Contractor to prohibit individuals from working on the contract if the Government deems their initial or continued employment contrary to the public interest for any reason, including, but not limited to, carelessness, insubordination, incompetence, or security concerns.

(e) Work under this contract may involve access to sensitive information. Therefore, the Contractor shall not disclose, orally or in writing, any sensitive information to any person unless authorized in writing by the Contracting Officer. For those Contractor employees authorized access to sensitive information, the Contractor shall ensure that these persons receive training concerning the protection and disclosure of sensitive information both during and after contract performance.

(f) The Contractor shall include the substance of this clause in all subcontracts at any tier where the subcontractor may have access to Government facilities, sensitive information, or resources.

(End of clause)

HSAR 3052.209-70 PROHIBITION ON CONTRACTS WITH CORPORATE EXPATRIATES (JUN 2006)

(a) Prohibitions.

Section 835 of the Homeland Security Act, 6 U.S.C. 395, prohibits the Department of Homeland Security from entering into any contract with a foreign incorporated entity which is treated as an inverted domestic corporation as defined in this clause, or with any subsidiary of such an entity. The Secretary shall waive the prohibition with respect to any specific contract if the Secretary determines that the waiver is required in the interest of national security.

(b) Definitions. As used in this clause:

Expanded Affiliated Group means an affiliated group as defined in section 1504(a) of the Internal Revenue Code of 1986 (without regard to section 1504(b) of such Code), except that section 1504 of such Code shall be applied by substituting 'more than 50 percent' for 'at least 80 percent' each place it appears.

Foreign Incorporated Entity means any entity which is, or but for subsection (b) of section 835 of the Homeland Security Act, 6 U.S.C. 395, would be, treated as a foreign corporation for purposes of the Internal Revenue Code of 1986.

Inverted Domestic Corporation. A foreign incorporated entity shall be treated as an inverted domestic corporation if, pursuant to a plan (or a series of related transactions)—

(1) The entity completes the direct or indirect acquisition of substantially all of the properties held directly or indirectly by a domestic corporation or substantially all of the properties constituting a trade or business of a domestic partnership;

(2) After the acquisition at least 80 percent of the stock (by vote or value) of the entity is held—

(i) In the case of an acquisition with respect to a domestic corporation, by former shareholders of the domestic corporation by reason of holding stock in the domestic corporation; or

(ii) In the case of an acquisition with respect to a domestic partnership, by former partners of the domestic partnership by reason of holding a capital or profits interest in the domestic partnership; and

(3) The expanded affiliated group which after the acquisition includes the entity does not have substantial business activities in the foreign country in which or under the law of which the entity is created or organized when compared to the total business activities of such expanded affiliated group.

Person, domestic, and foreign have the meanings given such terms by paragraphs (1), (4), and (5) of section 7701(a) of the Internal Revenue Code of 1986, respectively.

(c) *Special rules.* The following definitions and special rules shall apply when determining whether a foreign incorporated entity should be treated as an inverted domestic corporation.

(1) *Certain stock disregarded.* For the purpose of treating a foreign incorporated entity as an inverted domestic corporation these shall not be taken into account in determining ownership:

(i) Stock held by members of the expanded affiliated group which includes the foreign incorporated entity; or

(ii) Stock of such entity which is sold in a public offering related to an acquisition described in section 835(b)(1) of the Homeland Security Act, 6 U.S.C. 395(b)(1).

(2) *Plan deemed in certain cases.* If a foreign incorporated entity acquires directly or indirectly substantially all of the properties of a domestic corporation or partnership during the 4-year period beginning on the date which is 2 years before the ownership requirements of subsection (b)(2) are met, such actions shall be treated as pursuant to a plan.

(3) *Certain transfers disregarded.* The transfer of properties or liabilities (including by contribution or distribution) shall be disregarded if such transfers are part of a plan a principal purpose of which is to avoid the purposes of this section.

(d) *Special rule for related partnerships.* For purposes of applying section 835(b) of the Homeland Security Act, 6 U.S.C. 395(b) to the acquisition of a domestic partnership, except as provided in regulations, all domestic partnerships which are under common control (within the meaning of section 482 of the Internal Revenue Code of 1986) shall be treated as a partnership.

(e) *Treatment of Certain Rights.*

(1) Certain rights shall be treated as stocks to the extent necessary to reflect the present value of all equitable interests incident to the transaction, as follows:

- (i) warrants;
- (ii) options;
- (iii) contracts to acquire stock;
- (iv) convertible debt instruments; and
- (v) others similar interests.

(2) Rights labeled as stocks shall not be treated as stocks whenever it is deemed appropriate to do so to reflect the present value of the transaction or to disregard transactions whose recognition would defeat the purpose of Section 835.

(f) *Disclosure.* The offeror under this solicitation represents that [Check one]:

☐ it is not a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7001 through 3009.108-7003;

☐ it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7001 through 3009.108-7003, but it has submitted a request for waiver pursuant to 3009.108-7004, which has not been denied; or

☐ it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7001 through 3009.108-7003, but it plans to submit a request for waiver pursuant to 3009.108-7004.

(g) A copy of the approved waiver, if a waiver has already been granted, or the waiver request, if a waiver has been applied for, shall be attached to the bid or proposal.

(End of clause)

HSAR 3052.209-73 LIMITATION OF FUTURE CONTRACTING (JUN 2006)

(a) The Contracting Officer has determined that this acquisition may give rise to a potential organizational conflict of interest. Accordingly, the attention of prospective offerors is invited to FAR Subpart 9.5--Organizational Conflicts of Interest.

(b) The nature of this conflict arises from the possibility that following the completion of or while in the process of completing this task order, the Government may decide that additional services are required to implement, supplement, or continue the services performed or being performed under this task order.

(c) The restrictions upon future contracting are as follows:

(1) If the Contractor, under the terms of this contract, or through the performance of tasks pursuant to this contract, is required to develop specifications or statements of work that are to be incorporated into a solicitation, the Contractor shall be ineligible to perform the work described in that solicitation as a prime or first-tier subcontractor under an ensuing DHS contract. This restriction shall remain in effect for a reasonable time, as agreed to by the Contracting Officer and the Contractor, sufficient to avoid unfair competitive advantage or potential bias (this time shall in no case be less than the duration of the initial production contract). DHS shall not unilaterally require the Contractor to prepare such specifications or statements of work under this contract.

(2) To the extent that the work under this contract requires access to proprietary, business confidential, or financial data of other companies, and as long as these data remain proprietary or confidential, the Contractor shall protect these data from unauthorized use and disclosure and agrees not to use them to compete with those other companies.

(End of clause)

HSAR 3052.215-70 KEY PERSONNEL OR FACILITIES (DEC 2003)

(a) The personnel or facilities specified below are considered essential to the work being performed under this contract and may, with the consent of the contracting parties, be changed from time to time during the course of the contract by adding or deleting personnel or facilities, as appropriate.

(b) Before removing or replacing any of the specified individuals or facilities, the Contractor shall notify the Contracting Officer, in writing, within ten (10) business days before the change becomes effective. The Contractor shall submit sufficient information to support the proposed action and to enable the Contracting Officer to evaluate the potential impact of the change on this contract. The Contractor shall not remove or replace personnel or facilities until the Contracting Officer approves the change.

The Key Personnel under this Contract:

- (1) Project Manager — (b)(6); (b)(7)(C)
- (2) Alternate Project Manager — (b)(6); (b)(7)(C)

(End of clause)

SAFEGUARDING OF SENSITIVE INFORMATION (MAR 2015)

(a) *Applicability.* This clause applies to the Contractor, its subcontractors, and Contractor employees (hereafter referred to collectively as “Contractor”). The Contractor shall insert the substance of this clause in all subcontracts.

(b) *Definitions.* As used in this clause—

“Personally Identifiable Information (PII)” means information that can be used to distinguish or trace an individual's identity, such as name, social security number, or biometric records, either alone, or when combined with other personal or identifying information that is linked or linkable to a specific individual, such as date and place of birth, or mother's maiden name. The definition of PII is not anchored to any single category of information or technology. Rather, it requires a case-by-case assessment of the specific risk that an individual can be identified. In performing this assessment, it is important for an agency to recognize that non-personally identifiable information can become personally identifiable information whenever additional information is made publicly available—in any medium and from any source—that, combined with other available information, could be used to identify an individual.

PII is a subset of sensitive information. Examples of PII include, but are not limited to: name, date of birth, mailing address, telephone number, Social Security number (SSN), email address, zip code, account numbers, certificate/license numbers, vehicle identifiers including license plates, uniform resource locators (URLs), static Internet protocol addresses, biometric identifiers such as fingerprint, voiceprint, iris scan, photographic facial images, or any other unique identifying number or characteristic, and any information where it is reasonably foreseeable that the information will be linked with other information to identify the individual.

“Sensitive Information” is defined in HSAR clause 3052.204-71, Contractor Employee Access, as any information, which if lost, misused, disclosed, or, without authorization is accessed, or modified, could adversely affect the national or homeland security interest, the conduct of Federal programs, or the privacy to which individuals are entitled under section 552a of Title 5, United States Code (the Privacy Act), but which has not been specifically

authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense, homeland security or foreign policy. This definition includes the following categories of information:

(1) Protected Critical Infrastructure Information (PCII) as set out in the Critical Infrastructure Information Act of 2002 (Title II, Subtitle B, of the Homeland Security Act, Public Law 107- 296, 196 Stat. 2135), as amended, the implementing regulations thereto (Title 6, Code of Federal Regulations, Part 29) as amended, the applicable PCII Procedures Manual, as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the PCII Program Manager or his/her designee);

(2) Sensitive Security Information (SSI), as defined in Title 49, Code of Federal Regulations, Part 1520, as amended, "Policies and Procedures of Safeguarding and Control of SSI," as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the Assistant Secretary for the Transportation Security Administration or his/her designee);

(3) Information designated as "For Official Use Only," which is unclassified information of a sensitive nature and the unauthorized disclosure of which could adversely impact a person's privacy or welfare, the conduct of Federal programs, or other programs or operations essential to the national or homeland security interest; and

(4) Any information that is designated "sensitive" or subject to other controls, safeguards or protections in accordance with subsequently adopted homeland security information handling procedures.

"Sensitive Information Incident" is an incident that includes the known, potential, or suspected exposure, loss of control, compromise, unauthorized disclosure, unauthorized acquisition, or unauthorized access or attempted access of any Government system, Contractor system, or sensitive information.

"Sensitive Personally Identifiable Information (SPII)" is a subset of PII, which if lost, compromised or disclosed without authorization, could result in substantial harm, embarrassment, inconvenience, or unfairness to an individual. Some forms of PII are sensitive as stand-alone elements. Examples of such PII include: Social Security numbers (SSN), driver's license or state identification number, Alien Registration Numbers (A-number), financial account number, and biometric identifiers such as fingerprint, voiceprint, or iris scan. Additional examples include any groupings of information that contain an individual's name or other unique identifier plus one or more of the following elements:

- (1) Truncated SSN (such as last 4 digits)
- (2) Date of birth (month, day, and year)
- (3) Citizenship or immigration status
- (4) Ethnic or religious affiliation
- (5) Sexual orientation
- (6) Criminal History
- (7) Medical Information
- (8) System authentication information such as mother's maiden name, account passwords or personal identification numbers (PIN)

Other PII may be "sensitive" depending on its context, such as a list of employees and their performance ratings or an unlisted home address or phone number. In contrast, a business card or public telephone directory of agency employees contains PII but is not sensitive.

(c) *Authorities.* The Contractor shall follow all current versions of Government policies and guidance accessible at <http://www.dhs.gov/dhs-security-and-training-requirements-contractors>, or available upon request from the Contracting Officer, including but not limited to:

- (1) DHS Management Directive 11042.1 Safeguarding Sensitive But Unclassified (for Official Use Only) Information

- (2) DHS Sensitive Systems Policy Directive 4300A
- (3) DHS 4300A Sensitive Systems Handbook and Attachments
- (4) DHS Security Authorization Process Guide
- (5) DHS Handbook for Safeguarding Sensitive Personally Identifiable Information
- (6) DHS Instruction Handbook 121-01-007 Department of Homeland Security Personnel Suitability and Security Program
- (7) DHS Information Security Performance Plan (current fiscal year)
- (8) DHS Privacy Incident Handling Guidance
- (9) Federal Information Processing Standard (FIPS) 140-2 Security Requirements for Cryptographic Modules accessible at <http://csrc.nist.gov/groups/STM/cmvp/standards.html>
- (10) National Institute of Standards and Technology (NIST) Special Publication 800-53 Security and Privacy Controls for Federal Information Systems and Organizations accessible at <http://csrc.nist.gov/publications/PubsSPs.html>
- (11) NIST Special Publication 800-88 Guidelines for Media Sanitization accessible at <http://csrc.nist.gov/publications/PubsSPs.html>

(d) *Handling of Sensitive Information.* Contractor compliance with this clause, as well as the policies and procedures described below, is required.

(1) Department of Homeland Security (DHS) policies and procedures on Contractor personnel security requirements are set forth in various Management Directives (MDs), Directives, and Instructions. MD 11042.1, Safeguarding Sensitive But Unclassified (For Official Use Only) Information describes how Contractors must handle sensitive but unclassified information. DHS uses the term "FOR OFFICIAL USE ONLY" to identify sensitive but unclassified information that is not otherwise categorized by statute or regulation. Examples of sensitive information that are categorized by statute or regulation are PCII, SSI, etc. The DHS Sensitive Systems Policy Directive 4300A and the DHS 4300A Sensitive Systems Handbook provide the policies and procedures on security for Information Technology (IT) resources. The DHS Handbook for Safeguarding Sensitive Personally Identifiable Information provides guidelines to help safeguard SPII in both paper and electronic form. DHS Instruction Handbook 121-01-007 Department of Homeland Security Personnel Suitability and Security Program establishes procedures, program responsibilities, minimum standards, and reporting protocols for the DHS Personnel Suitability and Security Program.

(2) The Contractor shall not use or redistribute any sensitive information processed, stored, and/or transmitted by the Contractor except as specified in the contract.

(3) All Contractor employees with access to sensitive information shall execute DHS Form 11000-6, Department of Homeland Security Non-Disclosure Agreement (NDA), as a condition of access to such information. The Contractor shall maintain signed copies of the NDA for all employees as a record of compliance. The Contractor shall provide copies of the signed NDA to the Contracting Officer's Representative (COR) no later than two (2) days after execution of the form.

(4) The Contractor's invoicing, billing, and other recordkeeping systems maintained to support financial or other administrative functions shall not maintain SPII. It is acceptable to maintain in these systems the names, titles and contact information for the COR or other Government personnel associated with the administration of the contract, as needed.

(End of clause)

INFORMATION TECHNOLOGY SECURITY AND PRIVACY TRAINING (MAR 2015)

(a) *Applicability.* This clause applies to the Contractor, its subcontractors, and Contractor employees (hereafter referred to collectively as "Contractor"). The Contractor shall insert the substance of this clause in all subcontracts.

(b) *Security Training Requirements.*

(1) All users of Federal information systems are required by Title 5, Code of Federal Regulations, Part 930.301, Subpart C, as amended, to be exposed to security awareness materials annually or whenever system security changes occur, or when the user's responsibilities change. The Department of Homeland Security (DHS) requires that Contractor employees take an annual Information Technology Security Awareness Training course before accessing sensitive information under the contract. Unless otherwise specified, the training shall be completed within thirty (30) days of contract award and be completed on an annual basis thereafter not later than October 31st of each year. Any new Contractor employees assigned to the contract shall complete the training before accessing sensitive information under the contract. The training is accessible at <http://www.dhs.gov/dhs-security-and-training-requirements-contractors>. The Contractor shall maintain copies of training certificates for all Contractor and subcontractor employees as a record of compliance. Unless otherwise specified, initial training certificates for each Contractor and subcontractor employee shall be provided to the Contracting Officer's Representative (COR) not later than thirty (30) days after contract award. Subsequent training certificates to satisfy the annual training requirement shall be submitted to the COR via e-mail notification not later than October 31st of each year. The e-mail notification shall state the required training has been completed for all Contractor and subcontractor employees.

(2) The DHS Rules of Behavior apply to every DHS employee, Contractor and subcontractor that will have access to DHS systems and sensitive information. The DHS Rules of Behavior shall be signed before accessing DHS systems and sensitive information. The DHS Rules of Behavior is a document that informs users of their responsibilities when accessing DHS systems and holds users accountable for actions taken while accessing DHS systems and using DHS Information Technology resources capable of inputting, storing, processing, outputting, and/or transmitting sensitive information. The DHS Rules of Behavior is accessible at <http://www.dhs.gov/dhs-security-and-training-requirements-contractors>. Unless otherwise specified, the DHS Rules of Behavior shall be signed within thirty (30) days of contract award. Any new Contractor employees assigned to the contract shall also sign the DHS Rules of Behavior before accessing DHS systems and sensitive information. The Contractor shall maintain signed copies of the DHS Rules of Behavior for all Contractor and subcontractor employees as a record of compliance. Unless otherwise specified, the Contractor shall e-mail copies of the signed DHS Rules of Behavior to the COR not later than thirty (30) days after contract award for each employee. The DHS Rules of Behavior will be reviewed annually and the COR will provide notification when a review is required.

(c) *Privacy Training Requirements.* All Contractor and subcontractor employees that will have access to Personally Identifiable Information (PII) and/or Sensitive PII (SPII) are required to take Privacy at DHS: Protecting Personal Information before accessing PII and/or SPII. The training is accessible at <http://www.dhs.gov/dhs-security-and-training-requirements-contractors>.

Training shall be completed within thirty (30) days of contract award and be completed on an annual basis thereafter not later than October 31st of each year. Any new Contractor employees assigned to the contract shall also complete the training before accessing PII and/or SPII. The Contractor shall maintain copies of training certificates for all Contractor and subcontractor employees as a record of compliance. Initial training certificates for each Contractor and subcontractor employee shall be provided to the COR not later than thirty (30) days after contract award. Subsequent training certificates to satisfy the annual training requirement shall be submitted to the COR via e-mail notification not later than October 31st of each year. The email notification shall state the required training has been completed for all Contractor and subcontractor employees.

(End of clause)

HSAR 3052.204-71 CONTRACTOR EMPLOYEE ACCESS (SEP 2012)

(a) *Sensitive Information*, as used in this clause, means any information, which if lost, misused, disclosed, or, without authorization is accessed, or modified, could adversely affect the national or homeland security interest, the conduct of Federal programs, or the privacy to which individuals are entitled under section 552a of title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense, homeland security or foreign policy. This definition includes the following categories of information:

(1) Protected Critical Infrastructure Information (PCII) as set out in the Critical Infrastructure Information Act of 2002 (Title II, Subtitle B, of the Homeland Security Act, Public Law 107-296, 196 Stat. 2135), as amended, the implementing regulations thereto (Title 6, Code of Federal Regulations, Part 29) as amended, the applicable PCII Procedures Manual, as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the PCII Program Manager or his/her designee);

(2) Sensitive Security Information (SSI), as defined in Title 49, Code of Federal Regulations, Part 1520, as amended, "Policies and Procedures of Safeguarding and Control of SSI," as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the Assistant Secretary for the Transportation Security Administration or his/her designee);

(3) Information designated as "For Official Use Only," which is unclassified information of a sensitive nature and the unauthorized disclosure of which could adversely impact a person's privacy or welfare, the conduct of Federal programs, or other programs or operations essential to the national or homeland security interest; and

(4) Any information that is designated "sensitive" or subject to other controls, safeguards or protections in accordance with subsequently adopted homeland security information handling procedures.

(b) "Information Technology Resources" include, but are not limited to, computer equipment, networking equipment, telecommunications equipment, cabling, network drives, computer drives, network software, computer software, software programs, intranet sites, and internet sites.

(c) Contractor employees working on this contract must complete such forms as may be necessary for security or other reasons, including the conduct of background investigations to determine suitability. Completed forms shall be submitted as directed by the Contracting Officer. Upon the Contracting Officer's request, the Contractor's employees shall be fingerprinted, or subject to other investigations as required. All Contractor employees requiring recurring access to Government facilities or access to sensitive information or IT resources are required to have a favorably adjudicated background investigation prior to commencing work on this contract unless this requirement is waived under Departmental procedures.

(d) The Contracting Officer may require the Contractor to prohibit individuals from working on the contract if the Government deems their initial or continued employment contrary to the public interest for any reason, including, but not limited to, carelessness, insubordination, incompetence, or security concerns.

(e) Work under this contract may involve access to sensitive information. Therefore, the Contractor shall not disclose, orally or in writing, any sensitive information to any person unless authorized in writing by the Contracting Officer. For those Contractor employees authorized access to sensitive information, the Contractor shall ensure that these persons receive training concerning the protection and disclosure of sensitive information both during and after contract performance.

(f) The Contractor shall include the substance of this clause in all subcontracts at any tier where the subcontractor may have access to Government facilities, sensitive information, or resources.

(g) Before receiving access to IT resources under this contract the individual must receive a security briefing, which the Contracting Officer's Technical Representative (COTR) will arrange, and complete any nondisclosure agreement furnished by DHS.

(h) The Contractor shall have access only to those areas of DHS information technology resources explicitly stated in this contract or approved by the COTR in writing as necessary for performance of the work under this contract. Any attempts by Contractor personnel to gain access to any information technology resources not expressly

authorized by the statement of work, other terms and conditions in this contract, or as approved in writing by the COTR, is strictly prohibited. In the event of violation of this provision, DHS will take appropriate actions with regard to the contract and the individual(s) involved.

(i) Contractor access to DHS networks from a remote location is a temporary privilege for mutual convenience while the Contractor performs business for the DHS Component. It is not a right, a guarantee of access, a condition of the contract, or Government Furnished Equipment (GFE).

(j) Contractor access will be terminated for unauthorized use. The Contractor agrees to hold and save DHS harmless from any unauthorized use and agrees not to request additional time or money under the contract for any delays resulting from unauthorized use or access.

(k) Non-U.S. citizens shall not be authorized to access or assist in the development, operation, management or maintenance of Department IT systems under the contract, unless a waiver has been granted by the Head of the Component or designee, with the concurrence of both the Department's Chief Security Officer (CSO) and the Chief Information Officer (CIO) or their designees. Within DHS Headquarters, the waiver may be granted only with the approval of both the CSO and the CIO or their designees. In order for a waiver to be granted:

(1) There must be a compelling reason for using this individual as opposed to a U. S. citizen; and

(2) The waiver must be in the best interest of the Government.

(l) Contractors shall identify in their proposals the names and citizenship of all non-U.S. citizens proposed to work under the contract. Any additions or deletions of non-U.S. citizens after contract award shall also be reported to the contracting officer.

(End of clause)

ICE PRO Clauses

PRIV 1.2: Reporting Suspected Loss of Sensitive PII: Contractors must report the suspected loss or compromise of Sensitive PII to ICE in a timely manner and cooperate with ICE's inquiry into the incident and efforts to remediate any harm to potential victims.

1. The Contractor must develop and include in its security plan (which is submitted to ICE) an internal system by which its employees and Subcontractors are trained to identify and report the potential loss or compromise of Sensitive PII.

2. The Contractor must report the suspected loss or compromise of Sensitive PII by its employees or Subcontractors to the ICE Security Operations Center (480-496-6627), the Contracting Officer's Representative (COR), and the Contracting Officer within one (1) hour of the initial discovery.

3. The Contractor must provide a written report to ICE within 24 hours of the suspected loss or compromise of Sensitive PII by its employees or Subcontractors. The report must contain the following information:

- a. Narrative or detailed description of the events surrounding the suspected loss or compromise of information.
- b. Date, time, and location of the incident.
- c. Type of information lost or compromised.
- d. Contractor's assessment of the likelihood that the information was compromised or lost and the reasons behind the assessment.
- e. Names of person(s) involved, including victim, Contractor employee/Subcontractor and any witnesses.
- f. Cause of the incident and whether the company's security plan was followed and, if not, which specific provisions were not followed.
- g. Actions that have been or will be taken to minimize damage and/or mitigate further compromise.

- h. Recommendations to prevent similar situations in the future, including whether the security plan needs to be modified in any way and whether additional training may be required.

4. The Contractor must cooperate with ICE or other Government Agency inquiries into the suspected loss or compromise of Sensitive PII.

5. At the Government's discretion, Contractor employees or Subcontractor employees may be identified as no longer eligible to access Sensitive PII or to work on that contract based on their actions related to the loss or compromise of Sensitive PII.

(End of clause)

PRIV 1.3: Victim Remediation Provision: The Contractor is responsible for the notification of victims and the provision of victim remediation services in the event of a loss or compromise of Sensitive PII held by the Contractor, its agents, and its Subcontractors, under this contract. The victim remediation services shall include at least 18 months of credit monitoring and, for serious or large incidents as requested by the Government, call center help desk services for the individuals whose Sensitive PII was lost or compromised. The Contractor and ICE will collaborate and agree on the method and content of any notification that may be required to be sent to individuals whose Sensitive PII was lost or compromised.

(End of clause)

PRIV 1.4: Separation Checklist for Contractor Employees: Contractors shall enact a protocol to use a separation checklist before its employees, Subcontractor employees, or independent Contractors terminate working on the contract. The separation checklist must cover areas such as: (1) return of any Government-furnished equipment; (2) return or proper disposal of Sensitive PII (paper or electronic) in the custody of the Contractor/Subcontractor employee or independent Contractor, including the sanitization of data on any computer systems or media as appropriate; and (3) termination of any technological access to the Contractor's facilities or systems that would permit the terminated employee's access to Sensitive PII.

In the event of adverse job actions resulting in the dismissal of an employee, Subcontractor employee, or independent Contractor, the Contractor shall notify the Contract Officer's Representative (COR) within 24 hours. For normal separations, the Contractor shall submit the checklist on the last day of employment or work on the contract.

As requested, contractors shall assist the ICE Point of Contact (ICE/POC), Contracting Officer, or COR with completing ICE Form 50-005/Contractor Employee Separation Clearance Checklist by returning all Government-furnished property including but not limited to computer equipment, media, credentials and passports, smart cards, mobile devices, PIV cards, calling cards, and keys and terminating access to all user accounts and systems.

(End of clause)

PRIV 1.6: Prohibition on Performing Work Outside a Government Facility/Network/Equipment: The Contractor shall perform all tasks described in this document at authorized Government facilities and on authorized Government networks, using Government-furnished IT and other equipment. The Contractor is prohibited from performing these tasks at or removing Government-furnished information to any other facility, or on any other network or equipment. Government information shall remain within the confines of authorized Government facilities and/or networks at all times.

(End of clause)

PRIV 1.7: Privacy Act Information: In accordance with FAR 52.224-1, PRIVACY ACT NOTIFICATION (APR 1984), and FAR 52.224-2, PRIVACY ACT (APR 1984), this contract requires Contractor personnel to have access to information protected by the Privacy Act of 1974. The Agency advises that the relevant system of records notices (SORNs) applicable to this Privacy Act information are as follows:

DHS/ALL-019 Payroll, Personnel, and Time and Attendance Records
 DHS/ICE-011 Immigration and Enforcement Operational Records (ENFORCE)
 DHS/ICE-007 Alien Criminal Response Information Management System (ACRIMe)
 DHS/ALL-007: Department of Homeland Security Accounts Payable System of Records

DHS/ALL-008: Department of Homeland Security Accounts Receivable System of Records
 DHS/ICE-004: Bond Information Management System
 GSA/GOVT-003: Travel Charge Card Program System of Records

These SORN may be updated at any time. The most current DHS versions are publicly available at www.dhs.gov/privacy. SORNs of other agencies may be accessed through the agencies' websites or by searching FDsys, the Federal Digital System of the Government Publishing Office, available at <http://www.gpo.gov/fdsys/>.
 (End of clause)

REC 1.1: Required DHS Basic Records Management Training: The Contractor shall provide DHS basic records management training for all employees and Subcontractors that have access to Sensitive PII as well as the creation, use, dissemination and/or destruction of Sensitive PII at the outset of the Subcontractor's/employee's work on the contract and every year thereafter. This training can be obtained via links on the ICE intranet site. The Agency may also make the training available through other means (e.g., CD or online). The Contractor shall maintain copies of certificates as a record of compliance. The Contractor must submit an annual e-mail notification to the Contracting Officer's Representative that the required training has been completed for all the Contractor's employees.
 (End of clause)

REC 1.2: Deliverables are the Property of the U.S. Government: The Contractor shall treat all deliverables under the contract as the property of the U.S. Government for which the Agency shall have unlimited rights to use, dispose of, or disclose such data contained therein. The Contractor shall not retain, use, sell, or disseminate copies of any deliverable without the expressed permission of the Contracting Officer or Contracting Officer's Representative. The Contractor shall certify in writing the destruction or return of all Government data at the conclusion of the contract or at a time otherwise specified in the contract. The Agency owns the rights to all data/records produced as part of this contract.
 (End of clause)

REC 1.3: Contractor Shall Not Create or Maintain Unauthorized Records: The Contractor shall not create or maintain any records that are not specifically tied to or authorized by the contract using Government IT equipment and/or Government records. The Contractor shall not create or maintain any records containing any Government Agency data that are not specifically tied to or authorized by the contract.
 (End of clause)

REC 1.4: Agency Owns Rights to Electronic Information: The Government Agency owns the rights to all electronic information (electronic data, electronic information systems or electronic databases) and all supporting documentation created as part of this contract. The Contractor must deliver sufficient technical documentation with all data deliverables to permit the Agency to use the data.
 (End of clause)

REC 1.5: Comply With All Records Management Policies: The Contractor agrees to comply with Federal and Agency records management policies, including those policies associated with the safeguarding of records covered by the Privacy Act of 1974. These policies include the preservation of all records created or received regardless of format, mode of transmission, or state of completion.
 (End of clause)

REC 1.6: No Disposition of Documents without Prior Written Consent: No disposition of documents will be allowed without the prior written consent of the Contracting Officer. The Agency and its contractors are responsible for preventing the alienation or unauthorized destruction of records, including all forms of mutilation. Willful and unlawful destruction, damage or alienation of Federal records is subject to the fines and penalties imposed by 18 U.S.C. 2701. Records may not be removed from the legal custody of the Agency or destroyed without regard to the provisions of the Agency records schedules.
 (End of clause)

ADDITIONAL CLAUSES

FEDERAL SUPPLY SCHEDULE (FSS) RFQ INTRODUCTORY LANGUAGE

All clauses and provisions from the Federal Acquisition Regulation (FAR) and General Services Administration Regulation (GSAR) from the applicable FSC Group of the Multiple Award Schedule and Federal Supply Schedule Program, and the specific GSA Schedule contract that will be referenced on the Standard Form 1449, Block 2, are hereby incorporated by reference.

The full text of any FAR, DHS and GSA clauses which are incorporated by reference may be obtained at the following URLs:

FAR: <http://www.acqnet.gov/FAR/>

DHS: <http://farsite.hill.af.mil/VFHSAR1.htm>

GSAM: <http://www.acquisition.gov/GSAM/gsam.html>

NOTICE LISTING CLAUSES INCORPORATED BY REFERENCE

The following clauses are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at "FAR 52.252-2, Clauses Incorporated by Reference" contained in the basic contract and "A.2 FSS RFQ Introductory Language" contained in this document. The foregoing clauses contain the Internet address for electronic access to the full text of a clause.

DHS Clauses/Provisions

3052.203-70	Instructions for Contractor Disclosure of Violations (Sept 2012)
3052.222-70	Strikes or Picketing Affecting Timely Completion of the Contract Work (Dec 2003)
3052.222-71	Strikes or Picketing Affecting Access to a DHS Facility (Dec 2003)
3052.228-70	Insurance (Dec 2003)
3052.242-71	Dissemination of Contract Information (Dec 2003)
3052.242-72	Contracting Officer's Technical Representative (Dec 2003)
3052.245-70	Government Property Reports [Deviation] (Aug 2008)

FAR Clauses

52.203-6	Restrictions on Subcontractors Sales to the Government (Sept 2006)
52.203-16	Preventing Personal Conflicts of Interest (Dec 2011)
52.204-9	Personal Identity Verification of Contractor Personnel (Jan 2011)
52.245-1	Government Property (Jun 2007)
52.245-9	Use and Charges (Apr 2012)

FAR 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a firm fixed price task order with supplemental time and materials line items.

(End of clause)

FAR 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the period of performance of the Task Order.

(End of clause)

FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor **within sixty days prior to the end of the contract period**; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least **thirty days** before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed three years and six months.

(End of Clause)

FAR 52.224-1 -- PRIVACY ACT NOTIFICATION (APR 1984)

The Contractor will be required to design, develop, or operate a system of records on individuals, to accomplish an agency function subject to the Privacy Act of 1974, Public Law 93-579, December 31, 1974 (5 U.S.C.552a) and applicable agency regulations. Violation of the Act may involve the imposition of criminal penalties.

(End of clause)

FAR 52.224-2 -- PRIVACY ACT (APR 1984)

(a) The Contractor agrees to --

(1) Comply with the Privacy Act of 1974 (the Act) and the agency rules and regulations issued under the Act in the design, development, or operation of any system of records on individuals to accomplish an agency function when the contract specifically identifies --

(i) The systems of records; and

(ii) The design, development, or operation work that the contractor is to perform;

(2) Include the Privacy Act notification contained in this contract in every solicitation and resulting subcontract and in every subcontract awarded without a solicitation, when the work statement in the proposed subcontract requires the redesign, development, or operation of a system of records on individuals that is subject to the Act; and

(3) Include this clause, including this subparagraph (3), in all subcontracts awarded under this contract which requires the design, development, or operation of such a system of records.

(b) In the event of violations of the Act, a civil action may be brought against the agency involved when the violation concerns the design, development, or operation of a system of records on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees of the agency when the

violation concerns the operation of a system of records on individuals to accomplish an agency function. For purposes of the Act, when the contract is for the operation of a system of records on individuals to accomplish an agency function, the Contractor is considered to be an employee of the agency.

(c)

(1) "Operation of a system of records," as used in this clause, means performance of any of the activities associated with maintaining the system of records, including the collection, use, and dissemination of records.

(2) "Record," as used in this clause, means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and that contains the person's name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a fingerprint or voiceprint or a photograph.

(3) "System of records on individuals," as used in this clause, means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.

(End of clause)

HSAR 3052.204-71 CONTRACTOR EMPLOYEE ACCESS (SEP 2012)

(a) *Sensitive Information*, as used in this clause, means any information, which if lost, misused, disclosed, or, without authorization is accessed, or modified, could adversely affect the national or homeland security interest, the conduct of Federal programs, or the privacy to which individuals are entitled under section 552a of title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense, homeland security or foreign policy. This definition includes the following categories of information:

(1) Protected Critical Infrastructure Information (PCII) as set out in the Critical Infrastructure Information Act of 2002 (Title II, Subtitle B, of the Homeland Security Act, Public Law 107-296, 196 Stat. 2135), as amended, the implementing regulations thereto (Title 6, Code of Federal Regulations, Part 29) as amended, the applicable PCII Procedures Manual, as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the PCII Program Manager or his/her designee);

(2) Sensitive Security Information (SSI), as defined in Title 49, Code of Federal Regulations, Part 1520, as amended, "Policies and Procedures of Safeguarding and Control of SSI," as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the Assistant Secretary for the Transportation Security Administration or his/her designee);

(3) Information designated as "For Official Use Only," which is unclassified information of a sensitive nature and the unauthorized disclosure of which could adversely impact a person's privacy or welfare, the conduct of Federal programs, or other programs or operations essential to the national or homeland security interest; and

(4) Any information that is designated "sensitive" or subject to other controls, safeguards or protections in accordance with subsequently adopted homeland security information handling procedures.

(b) "Information Technology Resources" include, but are not limited to, computer equipment, networking equipment, telecommunications equipment, cabling, network drives, computer drives, network software, computer software, software programs, intranet sites, and internet sites.

(c) Contractor employees working on this contract must complete such forms as may be necessary for security or other reasons, including the conduct of background investigations to determine suitability. Completed forms shall be submitted as directed by the Contracting Officer. Upon the Contracting Officer's request, the Contractor's employees shall be fingerprinted, or subject to other investigations as required. All Contractor employees requiring recurring access to Government facilities or access to sensitive information or IT resources are required to have a favorably adjudicated background investigation prior to commencing work on this contract unless this requirement is waived under Departmental procedures.

(d) The Contracting Officer may require the Contractor to prohibit individuals from working on the contract if the Government deems their initial or continued employment contrary to the public interest for any reason, including, but not limited to, carelessness, insubordination, incompetence, or security concerns.

(e) Work under this contract may involve access to sensitive information. Therefore, the Contractor shall not disclose, orally or in writing, any sensitive information to any person unless authorized in writing by the Contracting Officer. For those Contractor employees authorized access to sensitive information, the Contractor shall ensure that these persons receive training concerning the protection and disclosure of sensitive information both during and after contract performance.

(f) The Contractor shall include the substance of this clause in all subcontracts at any tier where the subcontractor may have access to Government facilities, sensitive information, or resources.

(End of clause)

HSAR 3052.209-70 PROHIBITION ON CONTRACTS WITH CORPORATE EXPATRIATES (JUN 2006)

(a) Prohibitions.

Section 835 of the Homeland Security Act, 6 U.S.C. 395, prohibits the Department of Homeland Security from entering into any contract with a foreign incorporated entity which is treated as an inverted domestic corporation as defined in this clause, or with any subsidiary of such an entity. The Secretary shall waive the prohibition with respect to any specific contract if the Secretary determines that the waiver is required in the interest of national security.

(b) Definitions. As used in this clause:

Expanded Affiliated Group means an affiliated group as defined in section 1504(a) of the Internal Revenue Code of 1986 (without regard to section 1504(b) of such Code), except that section 1504 of such Code shall be applied by substituting "more than 50 percent" for "at least 80 percent" each place it appears.

Foreign Incorporated Entity means any entity which is, or but for subsection (b) of section 835 of the Homeland Security Act, 6 U.S.C. 395, would be, treated as a foreign corporation for purposes of the Internal Revenue Code of 1986.

Inverted Domestic Corporation. A foreign incorporated entity shall be treated as an inverted domestic corporation if, pursuant to a plan (or a series of related transactions)—

(1) The entity completes the direct or indirect acquisition of substantially all of the properties held directly or indirectly by a domestic corporation or substantially all of the properties constituting a trade or business of a domestic partnership;

(2) After the acquisition at least 80 percent of the stock (by vote or value) of the entity is held—

(i) In the case of an acquisition with respect to a domestic corporation, by former shareholders of the domestic corporation by reason of holding stock in the domestic corporation; or

(ii) In the case of an acquisition with respect to a domestic partnership, by former partners of the domestic partnership by reason of holding a capital or profits interest in the domestic partnership; and

(3) The expanded affiliated group which after the acquisition includes the entity does not have substantial business activities in the foreign country in which or under the law of which the entity is created or organized when compared to the total business activities of such expanded affiliated group.

Person, domestic, and foreign have the meanings given such terms by paragraphs (1), (4), and (5) of section 7701(a) of the Internal Revenue Code of 1986, respectively.

(c) Special rules. The following definitions and special rules shall apply when determining whether a foreign incorporated entity should be treated as an inverted domestic corporation.

(1) *Certain stock disregarded.* For the purpose of treating a foreign incorporated entity as an inverted domestic corporation these shall not be taken into account in determining ownership:

(i) Stock held by members of the expanded affiliated group which includes the foreign incorporated entity; or

(ii) Stock of such entity which is sold in a public offering related to an acquisition described in section 835(b)(1) of the Homeland Security Act, 6 U.S.C. 395(b)(1).

(2) *Plan deemed in certain cases.* If a foreign incorporated entity acquires directly or indirectly substantially all of the properties of a domestic corporation or partnership during the 4-year period beginning on the date which is 2 years before the ownership requirements of subsection (b)(2) are met, such actions shall be treated as pursuant to a plan.

(3) *Certain transfers disregarded.* The transfer of properties or liabilities (including by contribution or distribution) shall be disregarded if such transfers are part of a plan a principal purpose of which is to avoid the purposes of this section.

(d) *Special rule for related partnerships.* For purposes of applying section 835(b) of the Homeland Security Act, 6 U.S.C. 395(b) to the acquisition of a domestic partnership, except as provided in regulations, all domestic partnerships which are under common control (within the meaning of section 482 of the Internal Revenue Code of 1986) shall be treated as a partnership.

(e) Treatment of Certain Rights.

(1) Certain rights shall be treated as stocks to the extent necessary to reflect the present value of all equitable interests incident to the transaction, as follows:

- (i) warrants;
- (ii) options;
- (iii) contracts to acquire stock;
- (iv) convertible debt instruments; and
- (v) others similar interests.

(2) Rights labeled as stocks shall not be treated as stocks whenever it is deemed appropriate to do so to reflect the present value of the transaction or to disregard transactions whose recognition would defeat the purpose of Section 835.

(f) *Disclosure.* The offeror under this solicitation represents that [Check one]:

☐ it is not a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7001 through 3009.108-7003;

☐ it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7001 through 3009.108-7003, but it has submitted a request for waiver pursuant to 3009.108-7004, which has not been denied; or

☐ it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7001 through 3009.108-7003, but it plans to submit a request for waiver pursuant to 3009.108-7004.

(g) A copy of the approved waiver, if a waiver has already been granted, or the waiver request, if a waiver has been applied for, shall be attached to the bid or proposal.

(End of clause)

HSAR 3052.209-73 LIMITATION OF FUTURE CONTRACTING (JUN 2006)

(a) The Contracting Officer has determined that this acquisition may give rise to a potential organizational conflict of interest. Accordingly, the attention of prospective offerors is invited to FAR Subpart 9.5--Organizational Conflicts of Interest.

(b) The nature of this conflict arises from the possibility that following the completion of or while in the process of completing this task order, the Government may decide that additional services are required to implement, supplement, or continue the services performed or being performed under this task order.

(c) The restrictions upon future contracting are as follows:

(1) If the Contractor, under the terms of this contract, or through the performance of tasks pursuant to this contract, is required to develop specifications or statements of work that are to be incorporated into a solicitation, the Contractor shall be ineligible to perform the work described in that solicitation as a prime or first-tier subcontractor under an ensuing DHS contract. This restriction shall remain in effect for a reasonable time, as agreed to by the Contracting Officer and the Contractor, sufficient to avoid unfair competitive advantage or potential bias (this time shall in no case be less than the duration of the initial production contract). DHS shall not unilaterally require the Contractor to prepare such specifications or statements of work under this contract.

(2) To the extent that the work under this contract requires access to proprietary, business confidential, or financial data of other companies, and as long as these data remain proprietary or confidential, the Contractor shall protect these data from unauthorized use and disclosure and agrees not to use them to compete with those other companies.

(End of clause)

HSAR 3052.215-70 KEY PERSONNEL OR FACILITIES (DEC 2003)

(a) The personnel or facilities specified below are considered essential to the work being performed under this contract and may, with the consent of the contracting parties, be changed from time to time during the course of the contract by adding or deleting personnel or facilities, as appropriate.

(b) Before removing or replacing any of the specified individuals or facilities, the Contractor shall notify the Contracting Officer, in writing, within ten (10) business days before the change becomes effective. The Contractor shall submit sufficient information to support the proposed action and to enable the Contracting Officer to evaluate the potential impact of the change on this contract. The Contractor shall not remove or replace personnel or facilities until the Contracting Officer approves the change.

The Key Personnel under this Contract:

- (1) Project Manager – (b)(6); (b)(7)(C)
- (2) Alternate Project Manager – (b)(6); (b)(7)(C)

(End of clause)

SAFEGUARDING OF SENSITIVE INFORMATION (MAR 2015)

(a) *Applicability.* This clause applies to the Contractor, its subcontractors, and Contractor employees (hereafter referred to collectively as “Contractor”). The Contractor shall insert the substance of this clause in all subcontracts.

(b) *Definitions.* As used in this clause—

“Personally Identifiable Information (PII)” means information that can be used to distinguish or trace an individual's identity, such as name, social security number, or biometric records, either alone, or when combined with other personal or identifying information that is linked or linkable to a specific individual, such as date and place of birth, or mother's maiden name. The definition of PII is not anchored to any single category of information or technology. Rather, it requires a case-by-case assessment of the specific risk that an individual can be identified. In performing this assessment, it is important for an agency to recognize that non-personally identifiable information can become personally identifiable information whenever additional information is made publicly available—in any medium and from any source—that, combined with other available information, could be used to identify an individual.

PII is a subset of sensitive information. Examples of PII include, but are not limited to: name, date of birth, mailing address, telephone number, Social Security number (SSN), email address, zip code, account numbers, certificate/license numbers, vehicle identifiers including license plates, uniform resource locators (URLs), static Internet protocol addresses, biometric identifiers such as fingerprint, voiceprint, iris scan, photographic facial images, or any other unique identifying number or characteristic, and any information where it is reasonably foreseeable that the information will be linked with other information to identify the individual.

“Sensitive Information” is defined in HSAR clause 3052.204-71, Contractor Employee Access, as any information, which if lost, misused, disclosed, or, without authorization is accessed, or modified, could adversely affect the national or homeland security interest, the conduct of Federal programs, or the privacy to which individuals are entitled under section 552a of Title 5, United States Code (the Privacy Act), but which has not been specifically

authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense, homeland security or foreign policy. This definition includes the following categories of information:

- (1) Protected Critical Infrastructure Information (PCII) as set out in the Critical Infrastructure Information Act of 2002 (Title II, Subtitle B, of the Homeland Security Act, Public Law 107- 296, 196 Stat. 2135), as amended, the implementing regulations thereto (Title 6, Code of Federal Regulations, Part 29) as amended, the applicable PCII Procedures Manual, as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the PCII Program Manager or his/her designee);
- (2) Sensitive Security Information (SSI), as defined in Title 49, Code of Federal Regulations, Part 1520, as amended, “Policies and Procedures of Safeguarding and Control of SSI,” as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the Assistant Secretary for the Transportation Security Administration or his/her designee);
- (3) Information designated as “For Official Use Only,” which is unclassified information of a sensitive nature and the unauthorized disclosure of which could adversely impact a person’s privacy or welfare, the conduct of Federal programs, or other programs or operations essential to the national or homeland security interest; and
- (4) Any information that is designated “sensitive” or subject to other controls, safeguards or protections in accordance with subsequently adopted homeland security information handling procedures.

“Sensitive Information Incident” is an incident that includes the known, potential, or suspected exposure, loss of control, compromise, unauthorized disclosure, unauthorized acquisition, or unauthorized access or attempted access of any Government system, Contractor system, or sensitive information.

“Sensitive Personally Identifiable Information (SPII)” is a subset of PII, which if lost, compromised or disclosed without authorization, could result in substantial harm, embarrassment, inconvenience, or unfairness to an individual. Some forms of PII are sensitive as stand-alone elements. Examples of such PII include: Social Security numbers (SSN), driver’s license or state identification number, Alien Registration Numbers (A-number), financial account number, and biometric identifiers such as fingerprint, voiceprint, or iris scan. Additional examples include any groupings of information that contain an individual’s name or other unique identifier plus one or more of the following elements:

- (1) Truncated SSN (such as last 4 digits)
- (2) Date of birth (month, day, and year)
- (3) Citizenship or immigration status
- (4) Ethnic or religious affiliation
- (5) Sexual orientation
- (6) Criminal History
- (7) Medical Information
- (8) System authentication information such as mother’s maiden name, account passwords or personal identification numbers (PIN)

Other PII may be “sensitive” depending on its context, such as a list of employees and their performance ratings or an unlisted home address or phone number. In contrast, a business card or public telephone directory of agency employees contains PII but is not sensitive.

(c) *Authorities.* The Contractor shall follow all current versions of Government policies and guidance accessible at <http://www.dhs.gov/dhs-security-and-training-requirements-contractors>, or available upon request from the Contracting Officer, including but not limited to:

- (1) DHS Management Directive 11042.1 Safeguarding Sensitive But Unclassified (for Official Use Only) Information

- (2) DHS Sensitive Systems Policy Directive 4300A
- (3) DHS 4300A Sensitive Systems Handbook and Attachments
- (4) DHS Security Authorization Process Guide
- (5) DHS Handbook for Safeguarding Sensitive Personally Identifiable Information
- (6) DHS Instruction Handbook 121-01-007 Department of Homeland Security Personnel Suitability and Security Program
- (7) DHS Information Security Performance Plan (current fiscal year)
- (8) DHS Privacy Incident Handling Guidance
- (9) Federal Information Processing Standard (FIPS) 140-2 Security Requirements for Cryptographic Modules accessible at <http://csrc.nist.gov/groups/STM/cmvp/standards.html>
- (10) National Institute of Standards and Technology (NIST) Special Publication 800-53 Security and Privacy Controls for Federal Information Systems and Organizations accessible at <http://csrc.nist.gov/publications/PubsSPs.html>
- (11) NIST Special Publication 800-88 Guidelines for Media Sanitization accessible at <http://csrc.nist.gov/publications/PubsSPs.html>

(d) *Handling of Sensitive Information.* Contractor compliance with this clause, as well as the policies and procedures described below, is required.

(1) Department of Homeland Security (DHS) policies and procedures on Contractor personnel security requirements are set forth in various Management Directives (MDs), Directives, and Instructions. MD 11042.1, Safeguarding Sensitive But Unclassified (For Official Use Only) Information describes how Contractors must handle sensitive but unclassified information. DHS uses the term “FOR OFFICIAL USE ONLY” to identify sensitive but unclassified information that is not otherwise categorized by statute or regulation. Examples of sensitive information that are categorized by statute or regulation are PCII, SSI, etc. The DHS Sensitive Systems Policy Directive 4300A and the DHS 4300A Sensitive Systems Handbook provide the policies and procedures on security for Information Technology (IT) resources. The DHS Handbook for Safeguarding Sensitive Personally Identifiable Information provides guidelines to help safeguard SPII in both paper and electronic form. DHS Instruction Handbook 121-01-007 Department of Homeland Security Personnel Suitability and Security Program establishes procedures, program responsibilities, minimum standards, and reporting protocols for the DHS Personnel Suitability and Security Program.

(2) The Contractor shall not use or redistribute any sensitive information processed, stored, and/or transmitted by the Contractor except as specified in the contract.

(3) All Contractor employees with access to sensitive information shall execute DHS Form 11000-6, Department of Homeland Security Non-Disclosure Agreement (NDA), as a condition of access to such information. The Contractor shall maintain signed copies of the NDA for all employees as a record of compliance. The Contractor shall provide copies of the signed NDA to the Contracting Officer’s Representative (COR) no later than two (2) days after execution of the form.

(4) The Contractor’s invoicing, billing, and other recordkeeping systems maintained to support financial or other administrative functions shall not maintain SPII. It is acceptable to maintain in these systems the names, titles and contact information for the COR or other Government personnel associated with the administration of the contract, as needed.

(End of clause)

INFORMATION TECHNOLOGY SECURITY AND PRIVACY TRAINING (MAR 2015)

(a) *Applicability.* This clause applies to the Contractor, its subcontractors, and Contractor employees (hereafter referred to collectively as “Contractor”). The Contractor shall insert the substance of this clause in all subcontracts.

(b) *Security Training Requirements.*

(1) All users of Federal information systems are required by Title 5, Code of Federal Regulations, Part 930.301, Subpart C, as amended, to be exposed to security awareness materials annually or whenever system security changes occur, or when the user's responsibilities change. The Department of Homeland Security (DHS) requires that Contractor employees take an annual Information Technology Security Awareness Training course before accessing sensitive information under the contract. Unless otherwise specified, the training shall be completed within thirty (30) days of contract award and be completed on an annual basis thereafter not later than October 31st of each year. Any new Contractor employees assigned to the contract shall complete the training before accessing sensitive information under the contract. The training is accessible at <http://www.dhs.gov/dhs-security-and-training-requirements-contractors>. The Contractor shall maintain copies of training certificates for all Contractor and subcontractor employees as a record of compliance. Unless otherwise specified, initial training certificates for each Contractor and subcontractor employee shall be provided to the Contracting Officer's Representative (COR) not later than thirty (30) days after contract award. Subsequent training certificates to satisfy the annual training requirement shall be submitted to the COR via e-mail notification not later than October 31st of each year. The e-mail notification shall state the required training has been completed for all Contractor and subcontractor employees.

(2) The DHS Rules of Behavior apply to every DHS employee, Contractor and subcontractor that will have access to DHS systems and sensitive information. The DHS Rules of Behavior shall be signed before accessing DHS systems and sensitive information. The DHS Rules of Behavior is a document that informs users of their responsibilities when accessing DHS systems and holds users accountable for actions taken while accessing DHS systems and using DHS Information Technology resources capable of inputting, storing, processing, outputting, and/or transmitting sensitive information. The DHS Rules of Behavior is accessible at <http://www.dhs.gov/dhs-security-and-training-requirements-contractors>. Unless otherwise specified, the DHS Rules of Behavior shall be signed within thirty (30) days of contract award. Any new Contractor employees assigned to the contract shall also sign the DHS Rules of Behavior before accessing DHS systems and sensitive information. The Contractor shall maintain signed copies of the DHS Rules of Behavior for all Contractor and subcontractor employees as a record of compliance. Unless otherwise specified, the Contractor shall e-mail copies of the signed DHS Rules of Behavior to the COR not later than thirty (30) days after contract award for each employee. The DHS Rules of Behavior will be reviewed annually and the COR will provide notification when a review is required.

(c) *Privacy Training Requirements.* All Contractor and subcontractor employees that will have access to Personally Identifiable Information (PII) and/or Sensitive PII (SPII) are required to take Privacy at DHS: Protecting Personal Information before accessing PII and/or SPII. The training is accessible at <http://www.dhs.gov/dhs-security-and-training-requirements-contractors>.

Training shall be completed within thirty (30) days of contract award and be completed on an annual basis thereafter not later than October 31st of each year. Any new Contractor employees assigned to the contract shall also complete the training before accessing PII and/or SPII. The Contractor shall maintain copies of training certificates for all Contractor and subcontractor employees as a record of compliance. Initial training certificates for each Contractor and subcontractor employee shall be provided to the COR not later than thirty (30) days after contract award. Subsequent training certificates to satisfy the annual training requirement shall be submitted to the COR via e-mail notification not later than October 31st of each year. The email notification shall state the required training has been completed for all Contractor and subcontractor employees.

(End of clause)

HSAR 3052.204-71 CONTRACTOR EMPLOYEE ACCESS (SEP 2012)

(a) *Sensitive Information*, as used in this clause, means any information, which if lost, misused, disclosed, or, without authorization is accessed, or modified, could adversely affect the national or homeland security interest, the conduct of Federal programs, or the privacy to which individuals are entitled under section 552a of title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense, homeland security or foreign policy. This definition includes the following categories of information:

(1) Protected Critical Infrastructure Information (PCII) as set out in the Critical Infrastructure Information Act of 2002 (Title II, Subtitle B, of the Homeland Security Act, Public Law 107-296, 196 Stat. 2135), as amended, the implementing regulations thereto (Title 6, Code of Federal Regulations, Part 29) as amended, the applicable PCII Procedures Manual, as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the PCII Program Manager or his/her designee);

(2) Sensitive Security Information (SSI), as defined in Title 49, Code of Federal Regulations, Part 1520, as amended, "Policies and Procedures of Safeguarding and Control of SSI," as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the Assistant Secretary for the Transportation Security Administration or his/her designee);

(3) Information designated as "For Official Use Only," which is unclassified information of a sensitive nature and the unauthorized disclosure of which could adversely impact a person's privacy or welfare, the conduct of Federal programs, or other programs or operations essential to the national or homeland security interest; and

(4) Any information that is designated "sensitive" or subject to other controls, safeguards or protections in accordance with subsequently adopted homeland security information handling procedures.

(b) "Information Technology Resources" include, but are not limited to, computer equipment, networking equipment, telecommunications equipment, cabling, network drives, computer drives, network software, computer software, software programs, intranet sites, and internet sites.

(c) Contractor employees working on this contract must complete such forms as may be necessary for security or other reasons, including the conduct of background investigations to determine suitability. Completed forms shall be submitted as directed by the Contracting Officer. Upon the Contracting Officer's request, the Contractor's employees shall be fingerprinted, or subject to other investigations as required. All Contractor employees requiring recurring access to Government facilities or access to sensitive information or IT resources are required to have a favorably adjudicated background investigation prior to commencing work on this contract unless this requirement is waived under Departmental procedures.

(d) The Contracting Officer may require the Contractor to prohibit individuals from working on the contract if the Government deems their initial or continued employment contrary to the public interest for any reason, including, but not limited to, carelessness, insubordination, incompetence, or security concerns.

(e) Work under this contract may involve access to sensitive information. Therefore, the Contractor shall not disclose, orally or in writing, any sensitive information to any person unless authorized in writing by the Contracting Officer. For those Contractor employees authorized access to sensitive information, the Contractor shall ensure that these persons receive training concerning the protection and disclosure of sensitive information both during and after contract performance.

(f) The Contractor shall include the substance of this clause in all subcontracts at any tier where the subcontractor may have access to Government facilities, sensitive information, or resources.

(g) Before receiving access to IT resources under this contract the individual must receive a security briefing, which the Contracting Officer's Technical Representative (COTR) will arrange, and complete any nondisclosure agreement furnished by DHS.

(h) The Contractor shall have access only to those areas of DHS information technology resources explicitly stated in this contract or approved by the COTR in writing as necessary for performance of the work under this contract. Any attempts by Contractor personnel to gain access to any information technology resources not expressly

authorized by the statement of work, other terms and conditions in this contract, or as approved in writing by the COTR, is strictly prohibited. In the event of violation of this provision, DHS will take appropriate actions with regard to the contract and the individual(s) involved.

(i) Contractor access to DHS networks from a remote location is a temporary privilege for mutual convenience while the Contractor performs business for the DHS Component. It is not a right, a guarantee of access, a condition of the contract, or Government Furnished Equipment (GFE).

(j) Contractor access will be terminated for unauthorized use. The Contractor agrees to hold and save DHS harmless from any unauthorized use and agrees not to request additional time or money under the contract for any delays resulting from unauthorized use or access.

(k) Non-U.S. citizens shall not be authorized to access or assist in the development, operation, management or maintenance of Department IT systems under the contract, unless a waiver has been granted by the Head of the Component or designee, with the concurrence of both the Department's Chief Security Officer (CSO) and the Chief Information Officer (CIO) or their designees. Within DHS Headquarters, the waiver may be granted only with the approval of both the CSO and the CIO or their designees. In order for a waiver to be granted:

(1) There must be a compelling reason for using this individual as opposed to a U. S. citizen; and

(2) The waiver must be in the best interest of the Government.

(l) Contractors shall identify in their proposals the names and citizenship of all non-U.S. citizens proposed to work under the contract. Any additions or deletions of non-U.S. citizens after contract award shall also be reported to the contracting officer.

(End of clause)

ICE PRO Clauses

PRIV 1.2: Reporting Suspected Loss of Sensitive PII: Contractors must report the suspected loss or compromise of Sensitive PII to ICE in a timely manner and cooperate with ICE's inquiry into the incident and efforts to remediate any harm to potential victims.

1. The Contractor must develop and include in its security plan (which is submitted to ICE) an internal system by which its employees and Subcontractors are trained to identify and report the potential loss or compromise of Sensitive PII.

2. The Contractor must report the suspected loss or compromise of Sensitive PII by its employees or Subcontractors to the ICE Security Operations Center (480-496-6627), the Contracting Officer's Representative (COR), and the Contracting Officer within one (1) hour of the initial discovery.

3. The Contractor must provide a written report to ICE within 24 hours of the suspected loss or compromise of Sensitive PII by its employees or Subcontractors. The report must contain the following information:

- a. Narrative or detailed description of the events surrounding the suspected loss or compromise of information.
- b. Date, time, and location of the incident.
- c. Type of information lost or compromised.
- d. Contractor's assessment of the likelihood that the information was compromised or lost and the reasons behind the assessment.
- e. Names of person(s) involved, including victim, Contractor employee/Subcontractor and any witnesses.
- f. Cause of the incident and whether the company's security plan was followed and, if not, which specific provisions were not followed.
- g. Actions that have been or will be taken to minimize damage and/or mitigate further compromise.

- h. Recommendations to prevent similar situations in the future, including whether the security plan needs to be modified in any way and whether additional training may be required.

4. The Contractor must cooperate with ICE or other Government Agency inquiries into the suspected loss or compromise of Sensitive PII.

5. At the Government's discretion, Contractor employees or Subcontractor employees may be identified as no longer eligible to access Sensitive PII or to work on that contract based on their actions related to the loss or compromise of Sensitive PII.

(End of clause)

PRIV 1.3: Victim Remediation Provision: The Contractor is responsible for the notification of victims and the provision of victim remediation services in the event of a loss or compromise of Sensitive PII held by the Contractor, its agents, and its Subcontractors, under this contract. The victim remediation services shall include at least 18 months of credit monitoring and, for serious or large incidents as requested by the Government, call center help desk services for the individuals whose Sensitive PII was lost or compromised. The Contractor and ICE will collaborate and agree on the method and content of any notification that may be required to be sent to individuals whose Sensitive PII was lost or compromised.

(End of clause)

PRIV 1.4: Separation Checklist for Contractor Employees: Contractors shall enact a protocol to use a separation checklist before its employees, Subcontractor employees, or independent Contractors terminate working on the contract. The separation checklist must cover areas such as: (1) return of any Government-furnished equipment; (2) return or proper disposal of Sensitive PII (paper or electronic) in the custody of the Contractor/Subcontractor employee or independent Contractor, including the sanitization of data on any computer systems or media as appropriate; and (3) termination of any technological access to the Contractor's facilities or systems that would permit the terminated employee's access to Sensitive PII.

In the event of adverse job actions resulting in the dismissal of an employee, Subcontractor employee, or independent Contractor, the Contractor shall notify the Contract Officer's Representative (COR) within 24 hours. For normal separations, the Contractor shall submit the checklist on the last day of employment or work on the contract.

As requested, contractors shall assist the ICE Point of Contact (ICE/POC), Contracting Officer, or COR with completing ICE Form 50-005/Contractor Employee Separation Clearance Checklist by returning all Government-furnished property including but not limited to computer equipment, media, credentials and passports, smart cards, mobile devices, PIV cards, calling cards, and keys and terminating access to all user accounts and systems.

(End of clause)

PRIV 1.6: Prohibition on Performing Work Outside a Government Facility/Network/Equipment: The Contractor shall perform all tasks described in this document at authorized Government facilities and on authorized Government networks, using Government-furnished IT and other equipment. The Contractor is prohibited from performing these tasks at or removing Government-furnished information to any other facility, or on any other network or equipment. Government information shall remain within the confines of authorized Government facilities and/or networks at all times.

(End of clause)

PRIV 1.7: Privacy Act Information: In accordance with FAR 52.224-1, PRIVACY ACT NOTIFICATION (APR 1984), and FAR 52.224-2, PRIVACY ACT (APR 1984), this contract requires Contractor personnel to have access to information protected by the Privacy Act of 1974. The Agency advises that the relevant system of records notices (SORNs) applicable to this Privacy Act information are as follows:

DHS/ALL-019 Payroll, Personnel, and Time and Attendance Records
 DHS/ICE-011 Immigration and Enforcement Operational Records (ENFORCE)
 DHS/ICE-007 Alien Criminal Response Information Management System (ACRIME)
 DHS/ALL-007: Department of Homeland Security Accounts Payable System of Records

DHS/ALL-008: Department of Homeland Security Accounts Receivable System of Records
 DHS/ICE-004: Bond Information Management System
 GSA/GOVT-003: Travel Charge Card Program System of Records

These SORN may be updated at any time. The most current DHS versions are publicly available at www.dhs.gov/privacy. SORNs of other agencies may be accessed through the agencies' websites or by searching FDsys, the Federal Digital System of the Government Publishing Office, available at <http://www.gpo.gov/fdsys/>.
 (End of clause)

REC 1.1: Required DHS Basic Records Management Training: The Contractor shall provide DHS basic records management training for all employees and Subcontractors that have access to Sensitive PII as well as the creation, use, dissemination and/or destruction of Sensitive PII at the outset of the Subcontractor's/employee's work on the contract and every year thereafter. This training can be obtained via links on the ICE intranet site. The Agency may also make the training available through other means (e.g., CD or online). The Contractor shall maintain copies of certificates as a record of compliance. The Contractor must submit an annual e-mail notification to the Contracting Officer's Representative that the required training has been completed for all the Contractor's employees.
 (End of clause)

REC 1.2: Deliverables are the Property of the U.S. Government: The Contractor shall treat all deliverables under the contract as the property of the U.S. Government for which the Agency shall have unlimited rights to use, dispose of, or disclose such data contained therein. The Contractor shall not retain, use, sell, or disseminate copies of any deliverable without the expressed permission of the Contracting Officer or Contracting Officer's Representative. The Contractor shall certify in writing the destruction or return of all Government data at the conclusion of the contract or at a time otherwise specified in the contract. The Agency owns the rights to all data/records produced as part of this contract.
 (End of clause)

REC 1.3: Contractor Shall Not Create or Maintain Unauthorized Records: The Contractor shall not create or maintain any records that are not specifically tied to or authorized by the contract using Government IT equipment and/or Government records. The Contractor shall not create or maintain any records containing any Government Agency data that are not specifically tied to or authorized by the contract.
 (End of clause)

REC 1.4: Agency Owns Rights to Electronic Information: The Government Agency owns the rights to all electronic information (electronic data, electronic information systems or electronic databases) and all supporting documentation created as part of this contract. The Contractor must deliver sufficient technical documentation with all data deliverables to permit the Agency to use the data.
 (End of clause)

REC 1.5: Comply With All Records Management Policies: The Contractor agrees to comply with Federal and Agency records management policies, including those policies associated with the safeguarding of records covered by the Privacy Act of 1974. These policies include the preservation of all records created or received regardless of format, mode of transmission, or state of completion.
 (End of clause)

REC 1.6: No Disposition of Documents without Prior Written Consent: No disposition of documents will be allowed without the prior written consent of the Contracting Officer. The Agency and its contractors are responsible for preventing the alienation or unauthorized destruction of records, including all forms of mutilation. Willful and unlawful destruction, damage or alienation of Federal records is subject to the fines and penalties imposed by 18 U.S.C. 2701. Records may not be removed from the legal custody of the Agency or destroyed without regard to the provisions of the Agency records schedules.
 (End of clause)